



**ITB 2023-004 Pueblo Nuevo Street Improvement Addendum 2**

**Project Contract CDV21-0485**

Issue Date: 3/24/2023

Questions Deadline: 4/4/2023 05:00 PM (CT)

Response Deadline: 4/11/2023 10:00 AM (CT)

**Contact Information**

Contact: Mr. Juan Guerrero Contract Administrator

Address: 1110 Washington St.

Suite 101

Laredo, TX 78040

Phone: (956) 523-4149

Email: [juguerrero@webbcountytx.gov](mailto:juguerrero@webbcountytx.gov)

## Event Information

Number: ITB 2023-004 Pueblo Nuevo Street Improvement Addendum 2  
Title: Project Contract CDV21-0485  
Type: Invitation To Bid  
Issue Date: 3/24/2023  
Question Deadline: 4/4/2023 05:00 PM (CT)  
Response Deadline: 4/11/2023 10:00 AM (CT)  
Notes: **\*Download All Attachments\* Please upload your response documents in the "Response Attachments" tab before completing your submission.**

## Bid Activities

### Pre-Bid Meeting / Site Visit

4/4/2023 10:00:00 AM (CT)

A Pre-Bid meeting will be held on April 4, 2023 at 10 am at the Webb County Purchasing Department located on 1110 Washington St. Ste. 101, Laredo, TX 78040.

## Bid Attachments

### ITB 2023-004 Pueblo Nuevo Street Improvement Project Contract CDV21-0485.pdf

Download

ITB 2023-004

### Pueblo Nuevo Bid Price Sheet.xlsx

Download

Bid Price Sheet

### Pueblo Nuevo Construction Plans 2023.pdf

Download

Construction Plans

### Figure A1.pdf

Download

A1

### Figure A2.pdf

Download

A2

### Attachment A Minumum Wage Requirements.pdf

Download

Attachment A

### Additional Forms.pdf

Download

Additional Forms

### General Affidavit Purchasing Ethics.pdf

Download

Affidavit

### Addendum 1.pdf

Download

Addendum 1

### Addendum 2.pdf

Download

Addendum 2



ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Addendum Date: March 27, 2023

BID DOCUMENT NUMBER ITB 2023-004

“Pueblo Nuevo Street Improvement Project Contract CDV21-0485”

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

- **The deadline to submit bids has been modified from Monday April 17 to Tuesday April 11, 2023 at 10 am. See updated ITB Schedule of Events below.**
- **The Pre-Bid meeting date has been modified from Thursday April 6 to Tuesday April 4, 2023 at 10 a.m. See updated ITB Schedule of Events below.**
- **The Question deadline date has been modified from Thursday April 6 to Tuesday April 4, 2023 at 5 p.m. See updated ITB Schedule of Events below.**

Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	Mar. 28 <sup>th</sup> , Apr. 4 <sup>th</sup>	County Purchasing Office
Posted ITB on Website	n/a	Mar. 24 <sup>th</sup> - Until awarded	County Purchasing Office
Pre-Bid Meeting	10 am	Apr. 4 <sup>th</sup>	County Purchasing Office
Questions Due to County	No later than 5pm	Apr. 4 <sup>th</sup>	Respondent
Posting of Answers	No later than 5pm	Apr. 5 <sup>th</sup>	County Purchasing Office
Sealed Bids Due	10 am (CT)	Apr. 11 <sup>th</sup>	Respondent
Evaluation of Proposals	TBD	Apr. 11 <sup>th</sup> – Apr. 14 <sup>th</sup>	Scoring Committee
Award of Contract	TBD	TBD	Governing Body
Finalization of Contract	TBD	TBD	Governing Body

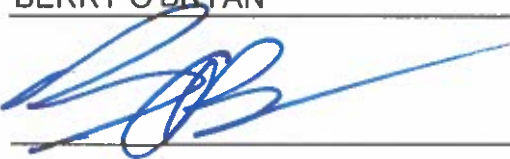
*Footnote: County reserves the right to adjust time and dates on above projected schedule if it is in the best interest for Webb County. Addendum will be issued to inform the Public and all interested parties.*

**A Pre-Bid meeting will be held on April 4, 2023 at 10 am at the Webb County Purchasing Department located on 1110 Washington St. Ste. 101, Laredo, TX 78040.**

**BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM(s):**

Company Name ANDERSON COLUMBIA CO., INC.

Contact Person BERRY O'BRYAN

Signature 

Date APRIL 11, 2023

**THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.**

This Addendum is being transmitted electronically via our E-Bid site @ <https://webbcountyebid.ionwave.net/Login.aspx> . If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at [juguerrero@webbcountytexas.gov](mailto:juguerrero@webbcountytexas.gov) .

ADDENDUM NUMBER 2 TO THE BID DOCUMENTS

Addendum Date: March 27, 2023

BID DOCUMENT NUMBER ITB 2023-004

“Pueblo Nuevo Street Improvement Project Contract CDV21-0485”

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A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

- **The Insurance Requirements for this project are as follows:**

**Section 1.34 Insurance Requirements**

**Commercial General Liability:** \$1,000,000 per occurrence combined single limit for bodily injury and property damage, \$2,000,000 general aggregate, and a separate products/completed operations aggregate of \$2,000,000. Coverage for Personal Injury and Advertising Injury should also be included in the amount of \$1,000,000 per occurrence. The County will be added as a primary and non-contributory additional insured. The Contractor's carrier will agree to Waive Their Right to Subrogate against the County and 60 Days' notice of cancellation to the County directly from the Carrier.

**Commercial automobile:** \$1M Combined Single Limit BUI & PD per Accident (Occurrence) - The County will be added as a primary and non-contributory Additional Insured. The Contractor's carrier will agree the Waive Their Rights to Subrogate against the County and 60 Days' Notice of Cancellation to the County directly from the Carrier.

**Workers Compensation:** Coverage A: Statutory Texas Medical, Accidental Death or Dismemberment and Lost time as mandated by the Texas Workers' Compensation Statute; Coverage B: Employers Liability - \$1M Per Employee Per Accident/ \$1M Per Employee - Disease/ \$1M Policy Aggregate - The Contractor's carrier will agree the Waive Their Rights to Subrogate Against the County and 60 Days' Notice of Cancellation to the County directly from the Carrier.

Webb County as primary, non-contributory additional insured on GL and auto  
Waiver of subrogation in favor of Webb County for all required insurance policies  
Webb County as Obligee on the payment/performance bond.

**BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM(s):**

Company Name ANDERSON COLUMBIA CO., INC.

Contact Person BERRY O'BRYAN

Signature 

Date APRIL 11, 2023

**THIS CONCLUDES ADDENDUM NO. 2 IN ITS ENTIRETY.**

This Addendum is being transmitted electronically via our E-Bid site @ <https://webbcountyebid.ionwave.net/Login.aspx> . If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at [juguerrero@webbcountytx.gov](mailto:juguerrero@webbcountytx.gov) .

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

**Invitation to Bid (ITB)  
ITB 2023-004  
"Pueblo Nuevo Street Improvement Project Contract CDV21-0485"**

- Pueblo Nuevo Bid Price Sheet
  
- Reference Form
  
- Conflict of Interest Form (CIQ)
  
- Certification regarding Debarment (Form H2048)
  
- Certification regarding Federal lobbying (Form 2049)
  
- Code of Ethics Affidavit
  
- House Bill 89 Form
  
- Senate Bill 252 Form
  
- SAMs Registration completed by Offeror (**See Section 1.13**)
  
- Proof of No Delinquent Tax Owed to Webb County

  
Signature of Person Completing this Package

4/11/23  
Date



WEST MEIRS					
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	EXCAVATION (ROADWAY)	CY	785	\$ 42.00	\$ 32,970.00
2	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	CY	785	\$ 125.00	\$ 98,125.00
3	D-GR HMA (SQ) TY-D SAC-B PG70-22	TON	420	\$ 180.00	\$ 75,600.00
4	PRIME COAT MC-30	GAL	900	\$ 08.00	\$ 7,200.00
5	MOBILIZATION	LS	1	\$45,000.00	\$ 45,000.00
6	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	\$ 5,000.00	\$ 5,000.00
7	ALUMINUM SIGNS (TY A)	EA	1	\$ 1,800.00	\$ 1,800.00
8	REFL PAV MRK TY I (W)24" (SLD)(090MIL)	LF	12	\$ 50.00	\$ 600.00
9	4'X8' PROJECT SIGN	EA	1	\$ 2,000.00	\$ 2,000.00
<b>SUB-TOTAL BID AMOUNT FOR WEST MEIRS</b>					<b>\$ 268,295.00</b>

WEST PAREDES					
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	EXCAVATION (ROADWAY)	CY	685	\$ 42.00	\$ 28,770.00
2	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	CY	685	\$ 125.00	\$ 85,625.00
3	D-GR HMA (SQ) TY-D SAC-B PG70-22	TON	380	\$ 180.00	\$ 68,400.00
4	PRIME COAT MC-30	GAL	750	\$ 08.00	\$ 6,000.00
5	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 5,000.00	\$ 5,000.00
6	ALUMINUM SIGNS (TY A)	EA	1	\$ 1,800.00	\$ 1,800.00
7	REFL PAV MRK TY I (W)24" (SLD)(090MIL)	LF	12	\$ 50.00	\$ 600.00
<b>SUB-TOTAL BID AMOUNT FOR WEST MEIRS</b>					<b>\$ 196,195.00</b>

**Total Base Bid Amount \$ 464,490.00**

**Total Base Bid Amount in Words**

**ANDERSON COLUMBIA CO., INC.**

Contractor Name

  
Signature of Authorized Bidder

**VICE PRESIDENT**

Title

**P.O BOX 565**

Address

**WESLACO, TEXAS**

City, State

**78599**

Zip Code

## References Form

Please list at minimum five (5) local governmental entities where similar scope of work was provided.

**THIS FORM MUST BE RETURNED WITH YOUR OFFER.**

### REFERENCE ONE

Government/Company Name: Texas Department of Transportation

Address: 1817 Bob Bullock Loop, Laredo, TX 78043

Contact Person and Title: Jose Vargas, P.E., Area Engineer

Phone: (956) 712-7400 Fax: (956) 712-7401

Email Address: Jose.Vargas@txdot.gov Contract Period: September 2019

Description of Construction Services Provided: \_\_\_\_\_

Construction of of rehabilitation of existing highway, intersection  
improvements and passing lanes at US83.

### REFERENCE TWO

Government/Company Name: Texas Department of Transportation

Address: 1817 Bob Bullock Loop, Laredo, TX 78043

Contact Person and Title: Jose Vargas, P.E., Area Engineer

Phone: (956) 712-7400 Fax: (956) 712-7401

Email Address: Jose.Vargas@txdot.gov Contract Period: March 2022

Description of Construction Services Provided: \_\_\_\_\_

Construction of overlay consisting of planing, overlaying, rail  
upgrades & pavement markings on IH35.

**REFERENCE THREE**

Government/Company Name: Webb County

Address: 1110 Washington Street, Suite 101

Contact Person and Title: Guillermo Cuellar, Webb County Engineer

Phone: (956) 523-4185 Fax: (956) 523-5158

Email Address: gbcuellar@webbcountytx.gov Contract Period: February 2022

Description of Construction Services Provided: \_\_\_\_\_

Pueblo Nuevo Road overlay and striping from SH359 to Ozuna Ave.

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE FOUR**

Government/Company Name: Webb County

Address: 1110 Washington Street, Suite 101

Contact Person and Title: Guillermo Cuellar, Webb County Engineer

Phone: (956) 523-4185 Fax: (956) 523-5158

Email Address: gbcuellar@webbcountytx.gov Contract Period: March 2022

Description of Construction Services Provided: \_\_\_\_\_

Penitas Road overlay and striping from FM 3338 to end of pavement.

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE Five**

Government/Company Name: Webb County

Address: 1110 Washington Street, Suite 101

Contact Person and Title: Guillermo Cuellar, Webb County Engineer

Phone: (956) 523-4185 Fax: (956) 523-5158

Email Address: gbcuellar@webbcountytx.gov Contract Period: March 2022

Description of Construction Services Provided: \_\_\_\_\_

Las Lomas Road overlay and striping from US 59 to 7152Q.

\_\_\_\_\_

\_\_\_\_\_

- **\*\*Additional pages are permitted if more space is required\*\***

Space intentionally left Blank

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.  
ANDERSON COLUMBIA CO., INC.

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

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

N/A

Name of Officer

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

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

Yes

No

N/A

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

Yes

No

N/A

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

N/A

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

7   
Signature of vendor doing business with the governmental entity

APRIL 11, 2023

Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**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.
Anderson Columbia Co., Inc.	59-2871935	

  
Signature of Authorized Representative

April 11, 2023

Date

Berry O'Bryan, Vice President

Printed/Typed Name and Title of  
Authorized Representative



**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.
Anderson Columbia Co., Inc.	59-2871935	

Name of Authorized Representative	Title
Berry O'Bryan	Vice President

  
\_\_\_\_\_  
Signature – Authorized Representative

April 11, 2023  
\_\_\_\_\_  
Date

**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 Berry O'Bryan, the herein-named "Affiant", who is a resident of Hidalgo 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.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>*

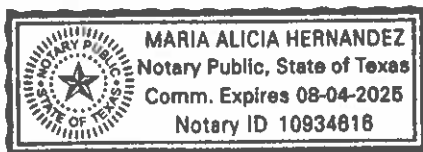
*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby further acknowledge, agree and understand that as a participating vendor with Webb County, Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to comply with 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@webbcountytx.gov](mailto:joel@webbcountytx.gov).*

Executed and dated this 11th day of April, 2023.

  
Signature of Affiant

Berry O'Bryan, Anderson Columbia Co., Inc.  
Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 11th day April, 2023



  
NOTARY PUBLIC, STATE OF TEXAS

**Offeror: Complete & Return this Form with Response Submission.  
Senate Bill 252 Certification**

SB 252 CHAPTER 2252 CERTIFICATION I, Berry O'Bryan, the undersigned representative of Anderson Columbia Co., Inc. (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify Mr. Jose Angel Lopez III, Webb County Purchasing Agent at (956) 523-4125 or via email at [joel@webbcountytexas.gov](mailto:joel@webbcountytexas.gov)

Berry O'Bryan Name of Company Representative (Print)

 Signature of Company Representative

April 11, 2023 Date

**Offeror: Complete & Return this Form with Response Submission.**

**House Bill 89 Verification**

I, Berry O'Bryan, the undersigned representative of (company or business name) Anderson Columbia Co., Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

  
\_\_\_\_\_  
Signature of Company Representative

April 11, 2023  
\_\_\_\_\_  
Date

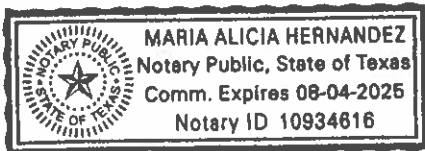
On this 11th day of April, 2023, personally appeared

Berry O'Bryan, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

  
\_\_\_\_\_  
Notary Signature

April 11, 2023  
\_\_\_\_\_  
Date





# ANDERSON COLUMBIA CO., INC.

Unique Entity ID <b>HNGFAMR1SW75</b>	CAGE / NCAGE <b>1RDK9</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Dec 2, 2023</b>	
Physical Address <b>2316 Highway 71 Marianna, Florida 32448-2534 United States</b>	Mailing Address <b>PO Box 1829 Lake City, Florida 32056-1829 United States</b>	

## Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District <b>Florida 02</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>http://www.andersoncolumbia.com</b>

## Registration Dates

Activation Date <b>Dec 6, 2022</b>	Submission Date <b>Dec 2, 2022</b>	Initial Registration Date <b>Sep 4, 2001</b>
---------------------------------------	---------------------------------------	---

## Entity Dates

Entity Start Date <b>Mar 7, 1988</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

## Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) 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?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**Not Selected**

## Exclusion Summary

<https://sam.gov/entity/HNGFAMR1SW75/coreData?status=Active>

## Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

## Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

(blank)

Profit Structure

For Profit Organization

## Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

## Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

Yes

EFT Indicator

0000

CAGE Code

1RDK9

## Electronic Funds Transfer

Account Type

Checking

Routing Number

\*\*\*\*\*0021

Lock Box Number

(blank)

Financial Institution

WELLS FARGO BANK

Account Number

\*\*\*\*\*40039546

## Automated Clearing House

Phone (U.S.)

9044893013

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)

## Remittance Address

BERT MYERS

PO Box 1829

Lake City, Florida 32056

United States

## Taxpayer Information

EIN

\*\*\*\*\*1935

Type of Tax

Applicable Federal Tax

Taxpayer Name

ANDERSON COLUMBIA CO INC

Tax Year (Most Recent Tax Year)

2021

Name/Title of Individual Executing Consent

Comptroller

TIN Consent Date

Dec 2, 2022

Address

PO Box 1829

Lake City, Florida 32056

Signature

BERT MYERS

## Points of Contact

## Accounts Receivable POC

⌘

BERT MYERS

bert@andersoncolumbia.com

3867527585

**Electronic Business**

⌘ <b>JOSEPH G FIORE, PROJECT MANAGER</b> joe.fiore@andersoncolumbia.com 8505753060	780 Business Park RD Midway, Florida 32343 United States
BERT MYERS bert@andersoncolumbia.com 3867527585	PO Box 1829 Lake City, Florida 32056 United States

**Government Business**

⌘ <b>JOSEPH G FIORE, PROJECT MANAGER</b> joe.fiore@andersoncolumbia.com 8505752010	780 Business Park RD Midway, Florida 32343 United States
BERT MYERS bert@andersoncolumbia.com 3867527585	PO Box 1829 Lake City, Florida 32056 United States

**Past Performance**

⌘ <b>JOSEPH G FIORE, PROJECT MANAGER</b> joe.fiore@andersoncolumbia.com 8505752010	780 Business Park RD Midway, Florida 32343 United States
BERT MYERS bert@andersoncolumbia.com 3867527585	PO Box 1829 Lake City, Florida 32056 United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	324121	Asphalt Paving Mixture And Block Manufacturing

**Size Metrics**

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
(blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR
\$300,000,000.00	121)
	1200

**Location**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR
(blank)	121)
	(blank)

**Industry-Specific**

Barre's Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)



States  
Alabama  
Florida  
Georgia

Counties  
(blank)

Metropolitan Statistical Areas  
(blank)

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name Berry O'Bryan owes no delinquent property taxes to Webb County.

Anderson Columbia Co., Inc. owes no property taxes as a business in Webb County.  
(Business Name)

Joe H. Anderson, III 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

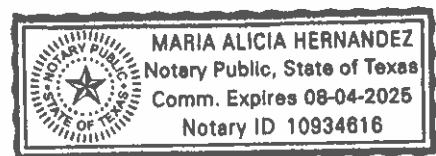
Before me, a Notary Public, on this day personally appeared Berry O'Bryan, know to me (or proved to me on the oath of \_\_\_\_\_) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 11th day of April 2023.

Notary Public, State of Texas

  
Maria Alicia Hernandez  
(Print name of Notary Public here)

My commission expires the 11th day of April 2023.



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Anderson Columbia Co., Inc.  
2210 Vo Tech Dr.  
Weslaco, TX 78596-9024

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America /  
Berkshire Hathaway Specialty Insurance Company  
One Tower Square / 1314 Douglas Street, Suite 1400  
Hartford / Omaha, CT / NE 06183 / 68102-1944  
**Mailing Address for Notices**  
same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Webb County TX  
1110 Washington Street  
Laredo, TX 78040

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

ITB 2023-004 PUEBLO NUEVO STREET IMPROVEMENT PROJECT CONTRACT CDV21-0485, WEBB COUNTY, TX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of April, 2023.

Anderson Columbia Co., Inc.

(Principal)

(Seal)

(Witness)

By: 

(Title)

Travelers Casualty and Surety Company of America / Berkshire Hathaway Specialty Insurance Company

(Surety)

(Seal)

  
(Witness) Amy Scott

By: 

(Title) Kevin R. Wojtowicz, Attorney-in-Fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

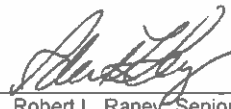
**KNOW ALL MEN BY THESE PRESENTS**, That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTWICZ** of **ST PETERSBURG Florida** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

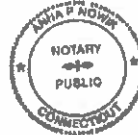
City of Hartford ss.

By   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

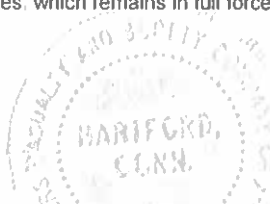
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **April**, 2023



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Kevin R. Wojtowicz, 1000 Central Avenue, Suite 200 of the city of St. Petersburg, State of Florida, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President

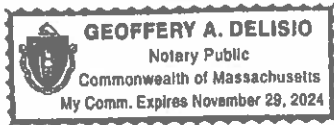


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

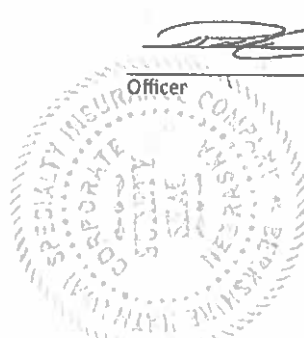
[Notary Seal]



[Signature of Notary Public]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, 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 in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 11, 2023.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Anderson Columbia Co., Inc.  
2210 Vo Tech Dr.  
Weslaco, TX 78596-9024

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America /  
Berkshire Hathaway Specialty Insurance Company  
One Tower Square / 1314 Douglas Street, Suite 1400  
Hartford / Omaha, CT / NE 06183 / 68102-1944  
**Mailing Address for Notices**  
same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Webb County TX  
1110 Washington Street  
Laredo, TX 78040

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

ITB 2023-004 PUEBLO NUEVO STREET IMPROVEMENT PROJECT CONTRACT CDV21-0485, WEBB COUNTY, TX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of April, 2023.

(Witness)

  
\_\_\_\_\_  
(Witness) Amy Scott

Anderson Columbia Co., Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title)

Travelers Casualty and Surety Company of America / Berkshire Hathaway Specialty Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Kevin R. Wojtowicz, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **April**, **2023**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Kevin R. Woltowicz, 1000 Central Avenue, Suite 200 of the city of St. Petersburg, State of Florida, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By:

David Fields, Vice President

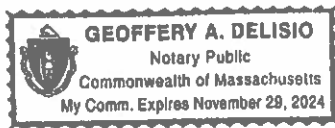


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Geoffrey A. Delisio]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, 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 in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 11, 2023.



[Signature of Ralph Tortorella]

Officer



To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhspecialty.com](mailto:Jennifer.Porter@bhspecialty.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimservice@bhspecialty.com](mailto:claimservice@bhspecialty.com), via fax to (617) 507-8259, or via mail.





**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

**ANDERSON COLUMBIA CO., INC.**

File Number: 10624006

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 07/08/2008

Effective: 07/08/2008



A handwritten signature in cursive script that reads "Phil Wilson".

Phil Wilson  
Secretary of State

CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS OF  
ANDERSON COLUMBIA CO., INC.

I hereby certify that a meeting, duly called, of the Board of Directors of Anderson Columbia Co., Inc., a Florida Corporation, held the 1st day of March, 2010 at which said meeting a quorum was present and acting throughout, the following preamble and resolution was adopted and ever since has been and now is full force and effect and does not conflict with the by-laws of said Corporation:

Berry O'Bryan is hereby authorized to execute and submit proposals, supplemental, change orders, contracts, bid bonds and other related documents on behalf of Anderson Columbia Co., Inc. The proposals, bid bond, etc... and other such instruments signed by him shall be binding upon said corporation as it own acts and deeds.



Brian P. Schreiber, Corporate Secretary

