

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

ITB 2024-004

“ARPA Project No. 6 – “Septic Systems Site Evaluation, Design and Installation Project - Phase I”

- OSSF Bid Form
- Copy of TCEQ Site Evaluator License
- Copy of TCEQ Installer License
- Reference Form
- Conflict of Interest Form (CIQ)
- Certification regarding Debarment (Form H2048)
- Certification regarding Federal lobbying (Form 2049)
- Webb County Code of Ethics Affidavit
- House Bill 89 Form
- Senate Bill 252 Form
- SAMs Registration completed by Bidder (**See Section 1.13**)
- 5% Bid Bond (**See Section 1.35**)
- Proof of No Delinquent Tax Owed to Webb County
- Las Lomas II, Tract 227 SE & Design (Exhibit)
- CC Approved ARPA Candidates 2024-01-22 (Exhibit)
- Colonia Map (Grid D5) (Exhibit)
- Insp Maps 2023 (Exhibit)



Signature of Authorized Agent of Bidder/Proposer:

Date: _____

2-20-2024

List of Properties included in Scope of Work-Phase I:

- 1. Property Owner:** Ayala, Antonio & Gonzalez, Lisa
E-911 Address: 190 N. Ranch Road 7132E
Legal Description: Las Lomas Sec II, Tract 227 – 4.15 acres
Colonia: US-59 Las Lomas II
Dwelling: 4BR/2RR House
Cesspool: None Identified
ID: 13029
Requires Design: No, Design attached as Exhibit A.
Scope Required: Site Evaluation and New System Install
- 2. Property Owner:** Casares, Catarina M.
E-911 Address: 320 Don Antonio Rd.
Legal Description: Colorado Acres, Block 12 Lot 16 – 4.00 acres
Colonia: US-59 Colorado Acres
Dwelling: 3BR/2RR House
Cesspool: Yes (1)
ID: 13060
Requires Design: Yes
Scope Required: Site Evaluation, Design, and New System Install
- 3. Property Owner:** Gasca Lopez, Jose Israel
E-911 Address: 150 Los Fresnos Rd.
Legal Description: Ranchitos Los Fresnos, Tract 50 – 1.00 acre
Colonia: US-59 Ranchitos Los Fresnos (AKA Ruiz Tracts)
Dwelling: 1 BR House (No RR)
Cesspool: None Identified
ID: 13075
Requires Design: Yes
Scope Required: Site Evaluation, Design, and New System Install
- 4. Property Owner:** Villarreal, Nora
E-911 Address: 133 Los Fresnos Rd.
Legal Description: Ranchitos Los Fresnos, Tract 64 – 1.00 acre
Colonia: US-59 Ranchitos Los Fresnos (AKA Ruiz Tracts)
Dwelling: 3BR/2RR House
Cesspool: Yes (1)
ID: 13106
Requires Design: Yes
Scope Required: Site Evaluation, Design, and New System Install

OSSF BID FORM

Item No.	Quantity	Scope of Work – New Septic System	Bid Price
1	1 – Lump Sum	<p>Required – Site Evaluation and Installation of New Septic System and furnishing all materials, equipment, labor, permits, and superintendence per TCEQ Standards for property located at Las Lomas Sec II, Tract 227 – approximately 4.15 acres / Colonia-US-59 Las Lomas II for the sum of:</p> <p>Written in Words:</p> <hr/> <p><u>THIRTY TWO THOUSAND ⁰⁰/₁₀₀</u> Dollars/cents</p>	\$ 32,000 ⁰⁰
2	1 – Lump Sum	<p>Required – Site Evaluation, Design and Installation of New Septic System and furnishing all materials, equipment, labor, <u>decommission of existing cesspool</u>, permits, and superintendence per TCEQ Standards for property located at Colorado Acres, Block 12 Lot 16 – 4.00 acres / Colonia-US-59 Colorado Acres for the sum of:</p> <p>Written in Words:</p> <hr/> <p><u>THIRTY THREE THOUSAND ⁰⁰/₁₀₀</u> Dollars/cents</p>	\$ 33,000 ⁰⁰
3	1 – Lump Sum	<p>Required – Site Evaluation, Design and Installation of New Septic System and furnishing all materials, equipment, labor, permits, and superintendence per TCEQ Standards for property located at Ranchitos Los Fresnos, Tract 50 - 1.00 Acre / Colonia- US-59 Ranchitos Los Fresnos (aka Ruiz Tracts) for the sum of:</p> <p>Written in Words:</p> <hr/> <p><u>THIRTY FOUR THOUSAND ⁰⁰/₁₀₀</u> Dollars/cents</p>	\$ 34,000 ⁰⁰
4	1 – Lump Sum	<p>Required – Site Evaluation, Design and Installation of New Septic System and furnishing all materials, equipment, labor, <u>decommission of existing cesspool</u>, permits, and superintendence per TCEQ Standards for property located at Ranchitos Los Fresnos, Tract 64 - 1.00 Acre / Colonia- US-59 Ranchitos Los Fresnos (aka Ruiz Tracts) for the sum of:</p> <p>Written in Words:</p> <hr/> <p><u>THIRTY FOUR THOUSAND ⁰⁰/₁₀₀</u> Dollars/cents</p>	\$ 34,000 ⁰⁰
Total OSSF Base Bid Price for items 1 - 4			\$ 133,000 ⁰⁰

TIME OF COMPLETION: Bidder agrees that the Scope of Work for items 1-4 on bid form will be substantially completed within 45 calendar days and will be fully completed within 60 calendar days after the date when the contract is fully executed and successful bidder is provided a Notice to Proceed by Webb County.

BIDDER: [Indicate correct name of bidding entity]

RGM LAND MANAGEMENT, LLC

By: [Signature] [Handwritten Signature]

[Printed name] PAUL G. MADRIGAL (OWNER)

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature] N/A

[Printed name] _____

Title: OWNER

Submittal Date: 2-20-2024

Address for giving notices:

P.O BOX 440056

LAREDO, TX 78044

Telephone Number: (956) 508-1080

Fax Number (if any): _____

Contact Name and e-mail address: PAUL G. MADRIGAL

RGM.LANDMANAGEMENT@GMAIL.COM

Bidder's Site Evaluation and Installer License No(s):

TCEQ SITE EVALUATOR # 050237499 / TCEQ OSSF INSTALLER # 050237051
(BIDDERS MUST SUBMIT A COPY OF LICENSE(S)) W/ BID PROPOSAL)

February 21, 2024

Agent Code: 42 27691

Cubriel Ins. Agency, L.L.C.
6010 McPherson Rd., Unit D2
Laredo, TX 78041

Re: CNA Surety bONdLINE Prequalification Request Number 21561293 X
RGM Land Management, LLC
Company Code: 601 – Western Surety Company

Approved!

We are pleased to inform you the FAST-Track prequalification application you submitted for your customer meets our criteria for bonding under our FAST-Track program and is prequalified to apply for bonds up to \$500,000 single limit and a bonded aggregate of \$500,000.* *Please provide a copy of this letter to the applicant.*

To accommodate the quickest possible service for any upcoming bond requests, please proceed as follows:

- 1) Provide a fully completed and signed FAST-Track General Agreement of Indemnity.
- 2) Please use bONdLINE[®] to submit a "FAST-Track Application" for the quickest service. We encourage using bONdLINE[®] so we have details about the bond or job such as: type and size of work, contract terms, bid details, bond form, and number of years your customer has been in business. If you prefer to submit a paper application, you can find the forms on our website for submitting by fax or email to uwservices@cnasurety.com.

Upon receipt of this information, our underwriters will quickly review and respond to your bond requests. Thank you for considering CNA Surety. If you have any questions, please contact Underwriting Services at 1-800-331-6053.

**Note: This Approval constitutes pre-approval for credit only, and does not obligate the Company to provide any bond. This letter should not be relied upon as a binding agreement for Bonds of any type, and shall not be utilized for any purposes other than those outlined in this letter. The Company in its sole discretion may decline to issue any Bond for any reason and shall not be liable to applicant, indemnitor(s), or any person or entity as a result of such declination. This prequalification letter is valid for 90 days unless terminated by the Company in writing.*

OSSF Design for Lisa Gonzalez and Antonio Ayala, Tr 227, Las Lomas II, 4.15 ACS, Webb County, Texas

This Design is limited to 300 GPD and Invalidates if Sewage Flow is exceeded.

Septic System Design Criteria

$$A = 1.6 Q / .23$$

$$A = 1.6 (300) / .23$$

$$A = 2,086.957 \text{ SF}$$

Designed for 2,112 SF

Two (2) ET Beds of 20' x 56'

This Design Requires:

130 - 2' x 4' Leaching Chambers

20 - 2' x 1' End Caps

Each Bed will contain

65 Leaching Chambers w 10 End Caps

Five Lines of LC's on 4' Centers

All Back Fill must be Type II Soil

Stub-Out Sewer on 1/8" fall to Tank

Inlet side of Septic Tank towards House

Tank Depth to 1/8th Fall/Drop to Septic Tank Inlet

Risers to be installed at height needed to raise lids to GL

Effluent Outlet off-set a min of 3" as specific on Septic Tank

12" fall/drop required to bottoms of ET Beds

Drain Lines must be leveled to within 1" and

at a minimum of 18" of depth and no more than 60"

All Plumbing shall be Schedule 40 - SDR 35 Min

Installer not responsible for any damaged/broken Utility Lines

System Designed By

Rafael 'Ralph' Cisneros, Jr., R.S. #2475

March 28, 2022

Scale: 1" = 20'

OSSF Design for Lisa Gonzalez and Antonio Ayala, Tr 227, Las Lomas II, 4.15 ACS, Webb County, Texas

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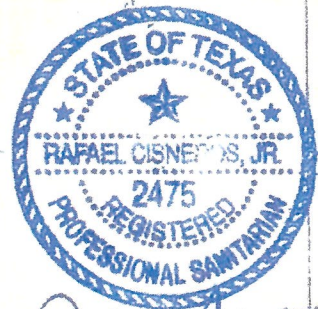
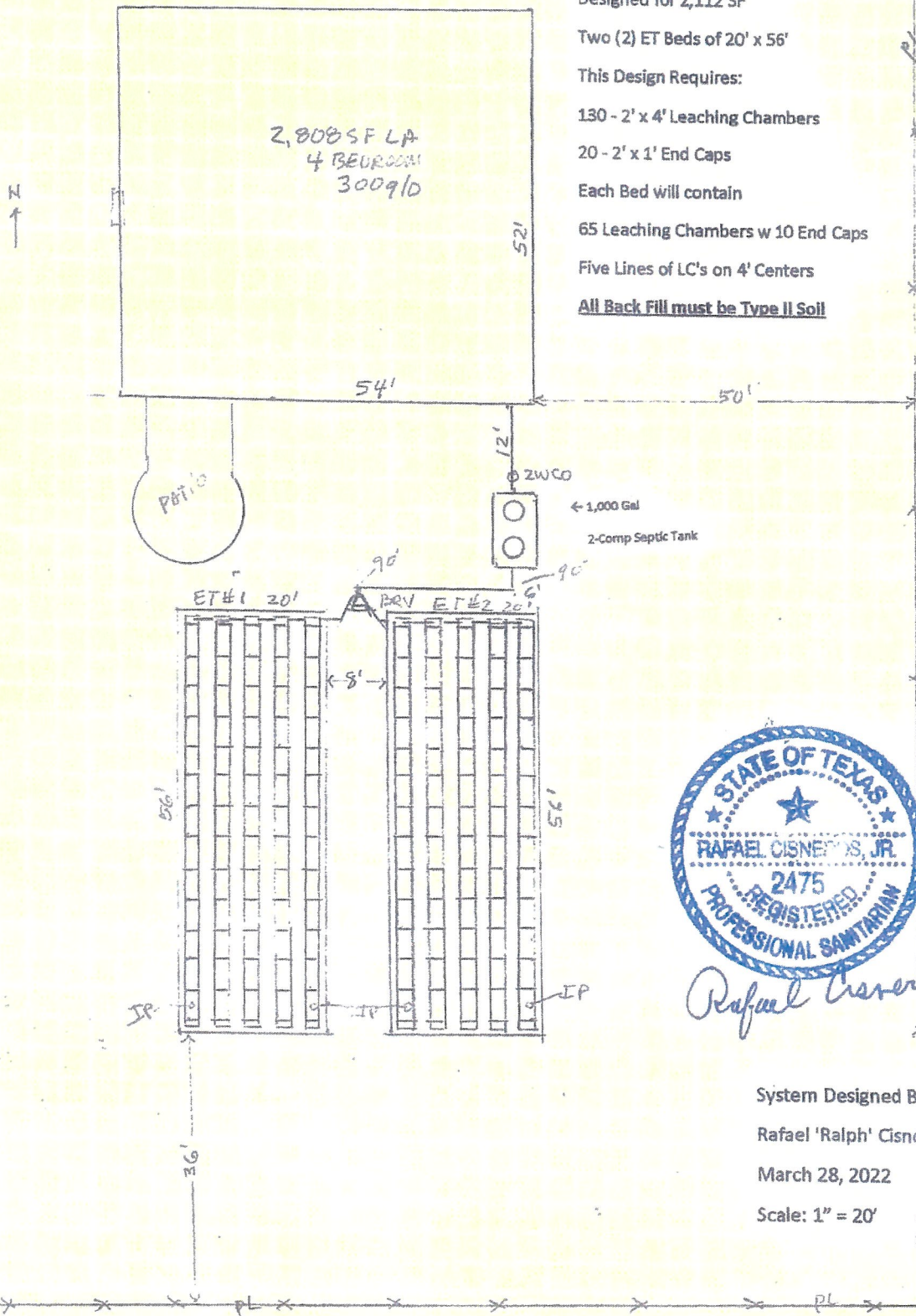
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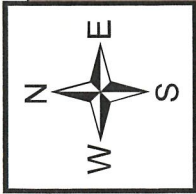
Rafael Cisneros, Jr.


System Designed By

Rafael 'Ralph' Cisneros, Jr., R.S.

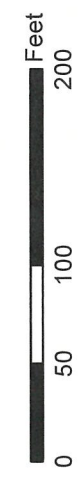
March 28, 2022

Scale: 1" = 20'



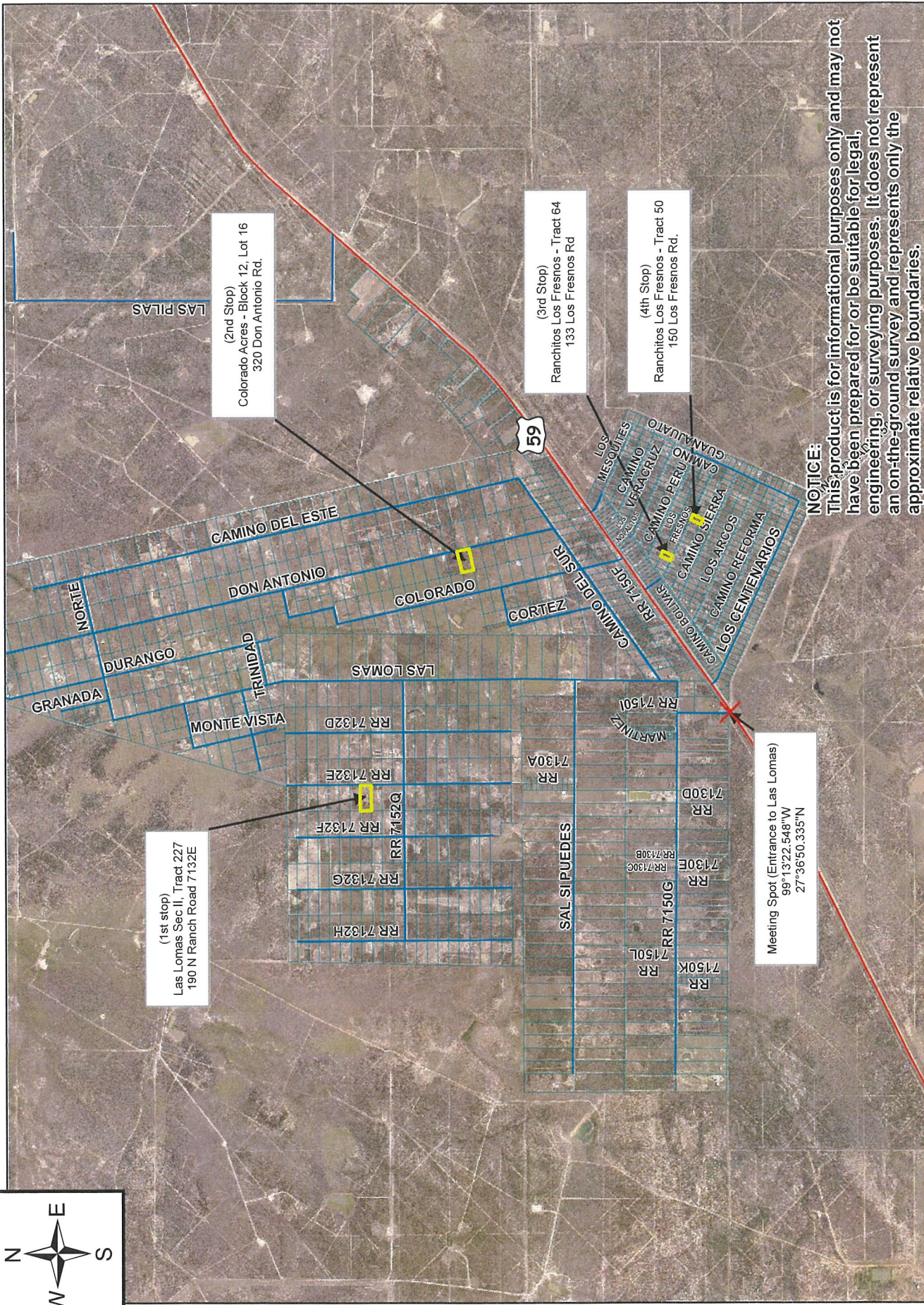
-  Dwelling (Indoor plumbing installed)
-  Dwelling (PENDING installation of plumbing)
-  Non-residential structure requiring connection services (See onsite inspection report)
-  Non-residential structure. (See onsite inspection report)

NOTICE:
This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative boundaries.



ID# 13029

Antonio Ayala & Lisa Gonzalez
Las Lomas Sec II, Tract 227
190 N Ranch Road 7132E



(1st stop)
Las Lomas Sec II, Tract 227
190 N Ranch Road 7132E

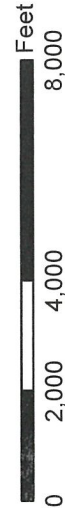
(2nd Stop)
Colorado Acres - Block 12, Lot 16
320 Don Antonio Rd.

(3rd Stop)
Ranchitos Los Fresnos - Tract 64
133 Los Fresnos Rd

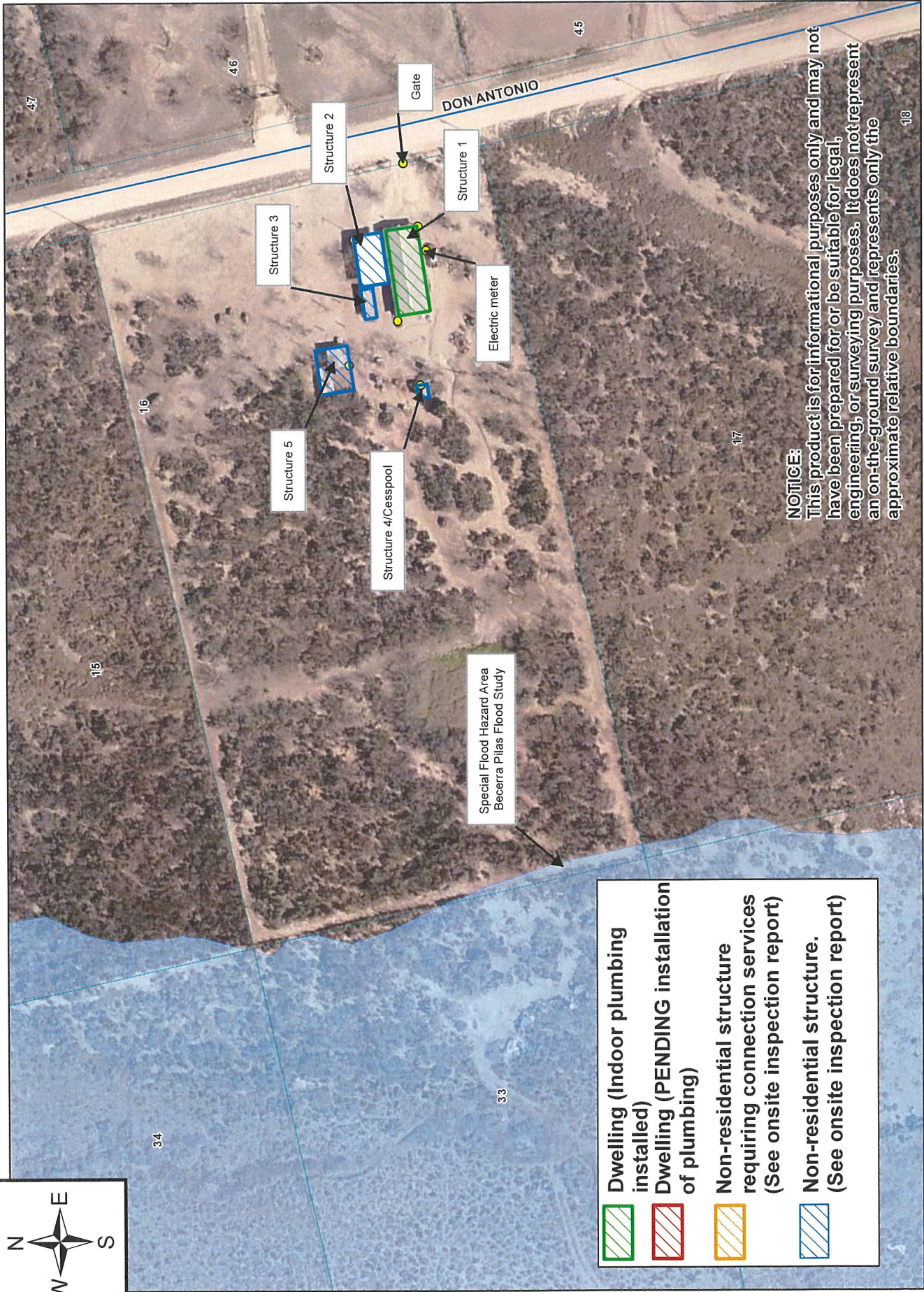
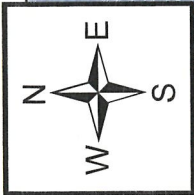
(4th Stop)
Ranchitos Los Fresnos - Tract 50
150 Los Fresnos Rd.

Meeting Spot (Entrance to Las Lomas)
99°13'22.548"W
27°36'50.335"N

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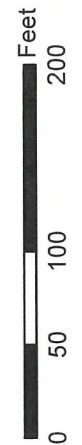


Site Visits
ARPA Candidates
02/09/2024



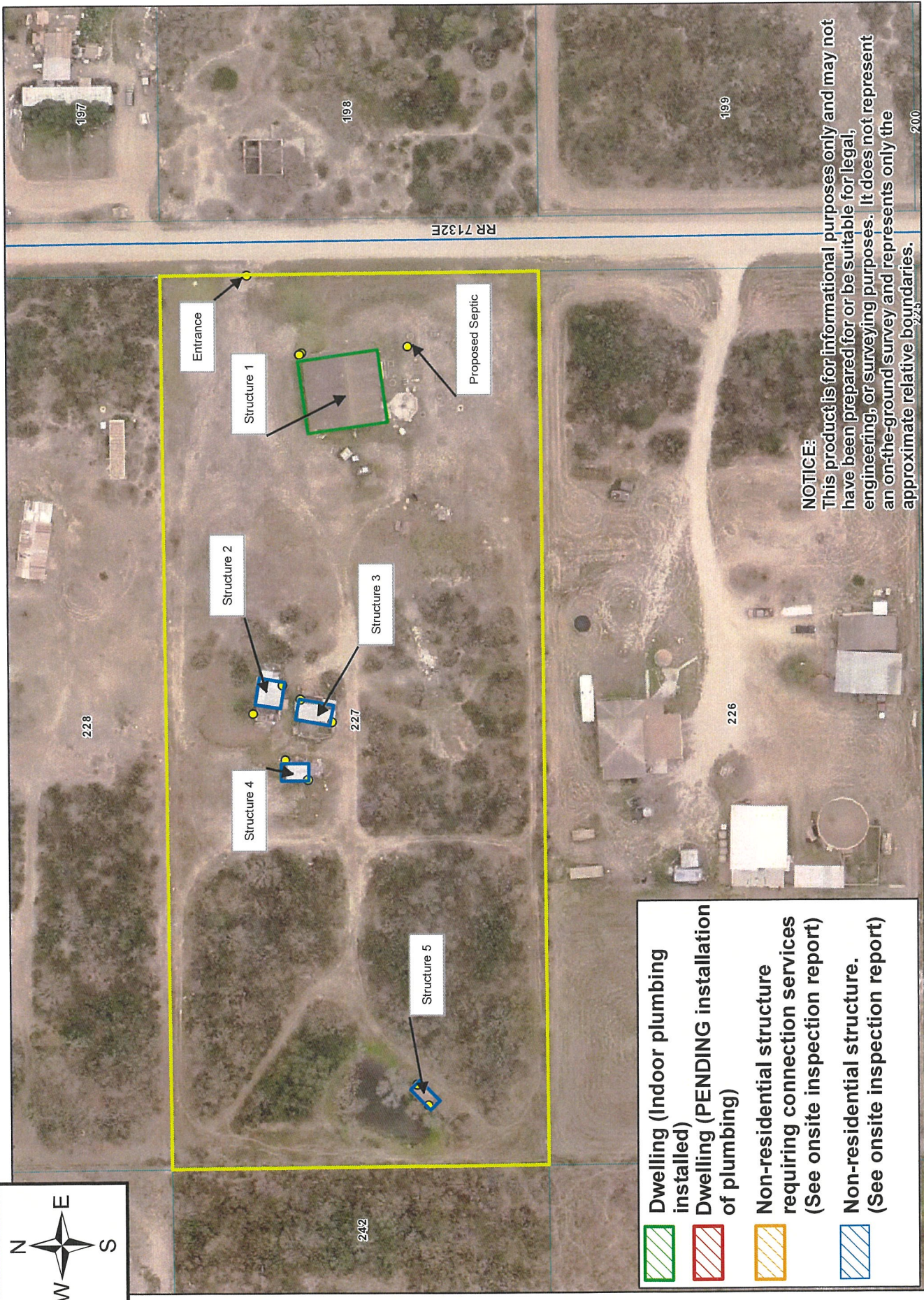
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-  Dwelling (Indoor plumbing installed)
-  Dwelling (PENDING installation of plumbing)
-  Non-residential structure requiring connection services (See onsite inspection report)
-  Non-residential structure. (See onsite inspection report)



Catariana M. Cazarez
Colorado Acres - Block 12, Lot 16
320 Don Antonio Rd.

ID# 13060



-  Dwelling (Indoor plumbing installed)
-  Dwelling (PENDING installation of plumbing)
-  Non-residential structure requiring connection services (See onsite inspection report)
-  Non-residential structure. (See onsite inspection report)

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Antonio Ayala & Lisa Gonzalez
Las Lomas Sec II, Tract 227
190 N Ranch Road 7132E

ID# 13029

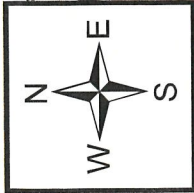


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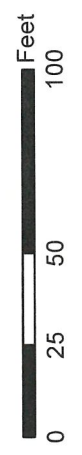
ID# 13075

Jose Israel Garcia Lopez
Ranchitos Los Fresnos - Tract 50
150 Los Fresnos Rd.

0 15 30 60 Feet



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Nora Villarreal Hernandez
Ranchitos Los Fresnos - Tract 64
133 Los Fresnos Rd

ID# 13106

County of Webb

ADDENDUM NUMBER 1 TO THE ITB DOCUMENTS

Addendum Date: February 6, 2024

ITB DOCUMENT NUMBER ITB 2024-004

“Septic Systems Site Evaluation, Design and Installation Project”

A. This Addendum shall be considered part of the ITB 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. **RESPONDENTS / BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondents/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 Respondent/bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

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

✓ **Original language posted under Section 1.41 Schedule of Events reference pre bid meeting:**

- *A Pre-Bid meeting will be held on February 9, 2024 at 10 am (CT) at the Webb County Purchasing Department located on 1110 Washington St., Ste. 101, Laredo, TX 78040.*

✓ **Modified language under Section 1.41 Schedule of Events reference pre bid meeting:**

- *A Pre-Bid Meeting will be held on Friday February 9, 2024 at 10 am (CT). All interested parties who wish to attend this non-mandatory meeting will meet at the at the entrance of Las Lomas Colonia - Coordinates: 99°13'22.548"W, 27°36'50.335"N, off US Hwy. 59.*

- *Vendors will then proceed to visit the following properties in the order listed:*

- *Site 1: Las Lomas Sec II, Tract 227 - 190 N Ranch Road 7132E*
- *Site 2: Colorado Acres - Block 12, Lot 16 - 320 Don Antonio Rd.*
- *Site 3: Ranchitos Los Fresnos - Tract 64 - 133 Los Fresnos Rd*
- *Site 4: Ranchitos Los Fresnos - Tract 50 - 150 Los Fresnos Rd.*

****The Webb County Planning and Purchasing Department staff will be onsite to escort all interested parties who wish to attend this meeting****

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

Company Name

RG M LAND MANAGEMENT LLC

Contact Person

RAUL G. MADRUGAL

Signature



Date

2-18-2024

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.

County of Webb

ADDENDUM NUMBER 2 TO THE ITB DOCUMENTS

Addendum Date: February 9, 2024

ITB DOCUMENT NUMBER ITB 2024-004

“Septic Systems Site Evaluation, Design and Installation Project”

A. This Addendum shall be considered part of the ITB 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. **RESPONDENTS / BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Respondents/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 Respondent/bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

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

• **Insurance**

Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the Webb County; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers compensation and liability insurance.

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

4. Umbrella Liability at minimum limits of each-occurrence/ aggregate with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies. (See page 3)

5. Environmental Liability Insurance at a minimum combined single limits of \$5,000,000 per occurrence for bodily injury and property damage. Coverage must be included not only for the actual removal, but also during transportation to the final disposal site

6. Errors & Omissions coverage may not be required for all services. If The Webb County deems such coverage necessary, the following conditions will apply:

a. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services. (See page 3)

b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the Webb County.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The Webb County shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the Webb County shall be contained in the Workers Compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the Webb County of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the Webb County will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies which name the Webb County as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the Webb County.
9. Insurance must be purchased from insurers that are financially acceptable to the Webb County.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Webb County.

Upon request, Contractor shall furnish the Webb County with certified copies of all insurance policies.

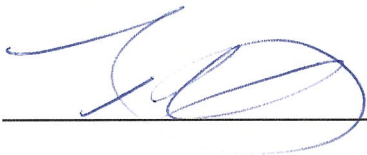
All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

<u>Contract Cost</u>	<u>Type of Insurance</u>	<u>Limits</u>
Less than \$1,000,000	Umbrella Liability	Not Required
	Professional Liability	\$1,000,000
\$1,000,000 to \$5,000,000	Umbrella Liability	\$4,000,000
	Professional Liability	\$1,000,000 to \$1,500,000
\$5,000,000 to \$10,000,000	Umbrella Liability	\$9,000,000 to \$10,000,000
	Professional Liability	\$1,500,000 to \$2,000,000
Over \$10,000,000	Umbrella Liability	\$10,000,000 or higher
	Professional Liability	\$2,000,000 or higher

**RESPONDENT/BIDDER MUST ACKNOWLEDGE THIS ADDENDUM
BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM
TO THE PROPOSAL/BID FORM(S):**

Company Name RGM LAND MANAGEMENT LLC

Contact Person RAUL G. MADRIGAL

Signature 

Date 2-18-24

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.

References Form

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: WEBB COUNTY PLANNING

Address: 1110 WASHINGTON ST. SUITE 302

Contact Person and Title: DANNIA CANTO

Phone: (956) 523-4100 Fax: (956) 523-5008

Email Address: _____ Contract Period: ON GOING

Description of Goods / Services Provided: WEBB COUNTY (DR) INSPECTORS

HAVE INSPECTED EVERY SEPTIC INSTALL IN WEBB

COUNTY SINCE I BECAME LICENSED

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Description of Goods / Services Provided: N

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Description of Goods / Services Provided: _____

REFERENCE Four

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Description of Goods / Services Provided: _____

REFERENCE Five

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Description of Goods / Services Provided: _____

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

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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.

RGM LAND MANAGEMENT LLC

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

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

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.

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).

7 
Signature of vendor doing business with the governmental entity

2-18-2024
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

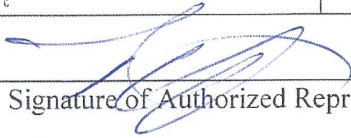
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations 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.


Signature of Authorized Representative

2-20-21
Date

RAUL C. MADRUGA OWNER
Printed/Typed Name and Title of
Authorized Representative

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

SB 252 CHAPTER 2252 CERTIFICATION I, RADL G. MADRIGAL, the undersigned representative of RGM LAND MANAGEMENT LLC (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

RADL G. MADRIGAL

Name of Company Representative (Print)



Signature of Company Representative

2-18-2024

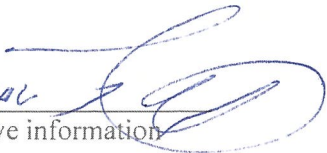
Date

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name RAUL G. MADRIGAL owes no delinquent property taxes to Webb County.

RGM LAND MANAGEMENT, LLC owes no property taxes as a business in Webb County.
(Business Name)

RAUL G. MADRIGAL owes no property taxes as a resident of Webb County.
(Business Owner)

OWNER RAUL G. MADRIGAL 
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 Raul G. Madrigal, 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 20th day of February 20 24

Notary Public, State of Texas

Esmeralda Rodriguez

(Print name of Notary Public here)



My commission expires the 8th day of August 20 24

**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 Raul G. Madrigal, 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.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.

Executed and dated this 20th day of February, 2024.

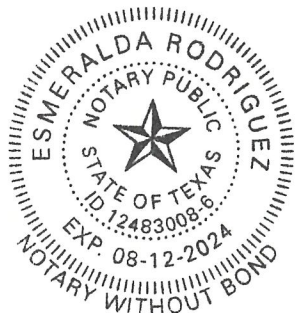


Signature of Affiant

RAUL G. MADRIGAL

Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 20th day February, 2024



Esmeralda Rodriguez

NOTARY PUBLIC, STATE OF TEXAS

Offeror: Complete & Return this Form with Response Submission.

House Bill 89 Verification

I, RAUL G. MADRIGAL, the undersigned representative of (company or business name) R.G.M LAND MANAGEMENT, LLC (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.

OWNER
Signature of Company Representative

2-20-24
Date

On this 20th day of February, 2024, personally appeared

Raul G. Madrigal, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal *Esmeralda Rodriguez*
Notary Signature

02-20-2024
Date



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.

Name of Authorized Representative	Title
<i>Raul G. MADRIM</i>	<i>OWNER</i>



Signature - Authorized Representative

2-20-2024

Date

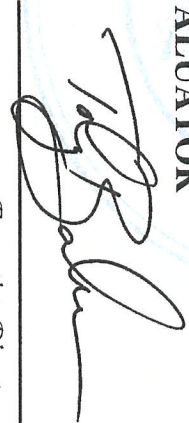
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

RAUL GILBERTO MADRIGAL

has fulfilled the requirements in accordance with the laws of the State of Texas for

OSSF SITE EVALUATOR



Executive Director
Texas Commission on Environmental Quality

License Number: OS0037499

Issue Date: 07/05/2022

Expiration Date: 07/31/2025

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

RAUL GILBERTO MADRIGAL

Has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS I OSSF INSTALLER

License Number: OS0037051

Issue Date: 02/28/2022

Expiration Date: 02/28/2025



Executive Director
Texas Commission on Environmental Quality



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

RAUL GILBERTO MADRIGAL

has fulfilled the requirements in accordance with the laws of the State of Texas for

OSSF DESIGNATED REPRESENTATIVE

License Number: OS0037390

Issue Date: 06/16/2022

Expiration Date: 06/30/2025



*Executive Director
Texas Commission on Environmental Quality*


TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RAUL GILBERTO MADRIGAL

Is hereby licensed as an
OSSF DESIGNATED REPRESENTATIVE

License Number Expires
OS0037390 06/30/2025


SIGNATURE

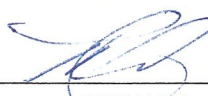

EXECUTIVE DIRECTOR


TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RAUL GILBERTO MADRIGAL

Is hereby licensed as an
OSSF SITE EVALUATOR

License Number Expires
OS0037499 07/31/2025


SIGNATURE


EXECUTIVE DIRECTOR

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RAUL GILBERTO MADRIGAL

Is hereby licensed as an
OSSF INSTALLER

Class License Number Expires
I OS0037051 02/28/2025


SIGNATURE


EXECUTIVE DIRECTOR



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Expiration Date Ascending

RGM Land Management, LLC

Pending ID Assignment

Unique Entity ID:
(blank)

Doing Business As:
(blank)

Physical Address:
223 Monte Vista Road
Laredo, TX 78044 USA

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For Single Bonds or Aggregate Programs up to \$500,000, complete page 1.

For Aggregate Programs in excess of \$500,000, up to \$800,000, complete page 1 and page 2.

APPLICANT DATA

E-Mail Address rgmlandmanagement@gmail.com

Type of Business: Partnership (S) Corporation (C) Corporation Sole Proprietorship LLC LLP

Company Name RGM Land Management, LLC Phone

Company Address 223 Monte Vista Road City Laredo State TX Zip 78044

Type of Trade Land Clearing -Excavation - Septic Installation Date started in Business 04/18/2018

Has the applicant been in claim, and/or, denied bonding by another surety? Yes No Explain (if yes)

OWNER DATA / INDEMNITORS (Provide the information below on all owners; including spouses, if owners; use additional sheet if necessary)

Name Raul G. Madrigal Jr Name

Address 223 Monte Vista Road Address

City/State/Zip Laredo, TX 78044 City/State/Zip

SS# 450-61-6330 DOB 11/19/1982 SS# DOB

% of Business Ownership 100 Married Yes No % of Business Ownership Married Yes No

Spouse Name Spouse Name

CNA Surety may obtain a personal credit report about the Applicant and its Owners in order to confirm the information provided in this Application and for underwriting purposes. For new applicants, complete and sign the General Indemnity Agreement.

BOND REQUEST DATA If no bond is needed at this time, but only prequalification for future bonding, check here

Anticipated Start Date 04/01/2024 Time for Completion 1 Month Maintenance Period N/A

Obligee (Who is requiring the contractor get a bond?) Webb County Purchasing

Obligee Address 1110 Washington St. Suite 101 City Laredo State TX Zip 78040

Job Legal Description (Project Name) ARPA Project No. 6 ITB 2024-004

Job Physical Address Various City State Zip

Scope of Work Septic Installations for Granted ARPA Candidate Recipients

*This application is not intended for use in connection with Design-Build Contracts, Subdivision or Site Improvement over \$200,000, Asbestos Abatement, Completion, Hazardous Materials, or Multi-Year Contracts where term of contract is over 5 years.

Check and Complete: (For private jobs or subcontracts, please enclose a copy of the contract and bond form for projects over \$150,000.) (check one only) (For service type contracts, provide a copy of the contract.)

Bid Bond: Bid date 02/20/2024 Estimated total amount of bid: \$ 133,000 Engineers Estimate: \$ None Bid Bond %, or flat amount 5%

OR Contract Price \$ Contract Date (Date when contract is signed) Performance & Payment Bond Supply Bond Subcontractor Performance & Payment Bond Stand Alone Maintenance Bond \$

Status of Outstanding Bid Bonds: Bond No. Bid Awarded: Yes No Bond No. Bid Awarded: Yes No

Bid secured by: Check Bond Negotiated Next two lowest bidders \$ \$ No other bidders

BOND FORM DATA

Name of Agent signing as Power of Attorney (Name here)

CNA Form State Form (Send copy) AIA Form Obligee Form (Send copy) Federal Contract # State of Incorporation

AGENCY DATA

Agency Name Agency Code

For your protection California law requires the following to appear on this form: Any person who knowingly and with intent to defraud any insurance company or person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize the Company to verify this information and to obtain additional information from any source including obtaining a credit report.

Phone: 1-800-331-6053 / Fax 605-335-0357

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Indemnitors ("Indemnitors") for the benefit of Surety in connection with any Bond, as defined below, which may have been or may hereafter be provided for the benefit of or at the request of any one or more Indemnitors. If any Indemnitors have previously executed an indemnity agreement in favor of Surety, this Agreement shall be in addition to and not in lieu of or in replacement of such other agreement.

I. DEFINITIONS. The following terms shall be defined as follows for purposes of this Agreement:

A. **Bond:** Any surety bond, undertaking, or other obligation in the nature of a guaranty or suretyship, as well as alterations, amendments, extensions, substitutions, and renewals issued or procured by the Surety on, before, or after the date of this Agreement for (a) any Indemnitor or any of their respective parent companies, subsidiaries, and affiliates; (b) any joint venture, partnership, association, limited liability company, or other legal entity in which one or more of the persons and entities identified above in sub-paragraph (a) have a direct or indirect interest; or (c) at the request of any Indemnitor.

B. **Contract:** Any contract or obligation whose performance is covered or guaranteed under a Bond.

C. **Event of Default:** Any one or more of the following: (a) any breach of the terms and conditions of this Agreement; (b) Principal's breach, abandonment or forfeiture of a Contract; (c) any bankruptcy, insolvency, assignment for the benefit of creditors, appointment of a receiver or conservator, or similar proceeding concerning the Principal or any Indemnitor, whether voluntary or involuntary.

D. **Loss:** Any (a) claim, demand, liability, charge, suit, fee, or expense, including but not limited to attorney (both outside and in-house) and consultant fees, incurred by the Surety as a result of issuing or procuring a Bond; (b) cost incurred by Surety in procuring or attempting to procure a release from liability under a Bond; (c) cost incurred in investigation or adjustment of any claim or potential claim under a Bond; (d) costs incurred by Surety in enforcing the Indemnitors' obligations under this Agreement; and (e) any other cost incurred by Surety arising from the issuance or procurement of a Bond. The term Loss shall also include any advances or loans to any Principal or Indemnitor that are not repaid to the Surety as required by the terms of such advances or loans.

E. **Principal:** The person(s) and entity (ies) whose Contract obligations the Surety is requested to guarantee by issuing or procuring a Bond. Principal includes any person or entity identified on a Bond as "Principal" or "Contractor."

F. **Surety:** "CNA Surety" is a business brand for CNA's marketing of surety business written through Continental Casualty Company and its insurance subsidiaries including Western Surety Company, Surety Bonding Company of America, and their respective parent and subsidiary companies, affiliates, predecessors, successors, assigns and reinsurers. The term Surety shall also include any other person or entity which, at the request of the above, may act as surety or co-surety on any Bond.

II. INDEMNITY. The Indemnitors agree:

A. To defend, indemnify, and save harmless Surety from and against any and all Loss Indemnitor which the Surety may pay or incur.

B. To pay Surety all premium due on Bonds at the rates and times specified by the Surety. The Indemnitors specifically acknowledge and agree that the Surety's right to charge and collect premiums continues until the Surety is provided written evidence, satisfactory to the Surety that (i) its liability on such Bond has been discharged or (ii) its termination of liability as a matter of law.

C. That in any claim or suit arising out of or related to any Bond or this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Indemnitor's liability under this Agreement.

D. To deposit collateral security with the Surety upon demand in an amount that Surety shall reasonably determine is necessary to protect it from Loss whether or not Surety has made any payment.

E. That in the Event of Default: (a) the Surety shall have the right, but not the obligation, to take possession of the work under any Contract, to complete such Contract, or cause or consent to the completion thereof, with any cost thereof being Loss; (b) the Indemnitors hereby assign, transfer, and set over to the Surety all of their rights under the Contracts, including: (i) their right, title and interest in and to all subcontracts let in connection therewith; (ii) all machinery, plant, equipment, tools and materials upon the site of the work or elsewhere for the purposes of the Contracts, including all material ordered for the Contracts; (iii) all patents, licenses, permits and computer software used for the performance of any Contract and/or financial record keeping of the same; (iv) all actions, causes of action, claims and demands whatsoever relating to the Contracts; and (v) any and all sums due under the Contracts at the time of the Event of Default or which may thereafter become due; (c) the Indemnitors hereby authorized the Surety to endorse in the name of the payee, and to receive and collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof; and (d) the Indemnitors hereby irrevocably nominate, designate and appoint the Surety and its designees as their attorney-in-fact with all the powers necessary to exercise any right granted in this Agreement, including but not limited to the power to make, endorse, execute, sign, and deliver any and all additional or other instruments, checks, drafts, deposits, ACH and wire transfer directives and orders, change of address notices, liens and releases thereof, applications, certificates, draw requests, orders, releases, and papers deemed necessary or desirable by the Surety in order to give full effect to the obligations assumed and the agreements made by Indemnitors hereunder, the assignments and conveyances made herein, and the full protection intended to be herein given to the Surety under all the provisions of this Agreement. The Indemnitors ratify and confirm all acts undertaken by the Surety and/or its designees as such attorney-in-fact.

F. That all payments earned on any Contract shall be held in trust as trust funds for the completion of the Contract and the payment of Indemnitors' obligations for labor, material, equipment, supplies or services furnished in the performance of the Contract. Upon an Event of Default and the Surety's request, Indemnitors shall open an account with a bank acceptable to the Surety for the deposit of such trust funds.

G. That upon an Event of Default, the Indemnitors grant the Surety a security interest in all property, rights, and asserts of the Indemnitors, including, but not limited to, all inventory, equipment, instruments, investments, contracts rights and proceeds, insurance, accounts, and deposits ("Collateral"). This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and any similar statute and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety. Indemnitors authorize the Surety upon an Event of Default to file this Agreement or a photocopy thereof and any schedules or statements necessary to describe the Collateral covered by such filing.

III. GENERAL PROVISIONS. The Indemnitors further agrees as follows:

A. **Books and Records; Credit Reports.** Upon demand and reasonable notice, the Surety shall be provided access to the books and record of the Indemnitors which includes but is not limited to papers, books, records, contracts, reports financial information and electronically stored information for the purpose of review and copying. The Surety is authorized to obtain a credit report on any Indemnitor at any time while the Surety may be liable under any Bond.

B. **Joint and Several Liability.** Indemnitors' obligations under this Agreement are joint and several. Surety's release of any one Indemnitor shall not release any other Indemnitor. No action or inaction of Surety with respect to anyone other than Indemnitor shall relieve the Indemnitor of any obligation owned under this Agreement. Indemnitor shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.

C. **Defects in Execution.** If the execution of this Agreement by any Indemnitor is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Indemnitor. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.

D. **Prior Bonds.** Indemnitors waive any defense related to the date of this Agreement's execution and acknowledge that any and all Bonds executed pursuant to any Indemnitor's request before the date of this Agreement were executed by the Surety in reliance on this Agreement. Indemnitors understand and agree that this Agreement is a continuing agreement to indemnify over an indefinite period.

E. **Claim Notices.** Immediately upon becoming aware of any claim, demand, or proceeding concerning a Bond, the Indemnitors shall send notice of same to the Surety at:
CNA Surety, Claim Department
151 North Franklin, 17th Floor
Chicago, Illinois 60606

F. **Claim Settlement.** Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted, or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, Indemnitor agrees to be conclusively bound by Surety's resolution of any and all claims and to accept Surety's determination of liability in regard to any and all claims.

G. Bond Declination. Surety may decline to execute any Bond for any reason and shall not be liable to Indemnitor, or any person or entity, as a result of such declination.

H. Termination. An Indemnitor may terminate liability to Surety under this Agreement by sending written notice by registered mail of intent to terminate to Surety, in care of Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota 57117-5077. Termination will be effective twenty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date of termination.

I. Issuing Surety. Indemnitors understand and agree that other than for the entity issuing a Bond, no other entity included within definition of the "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such Bond.

J. Electronic Image. An electronic signature, e-signature, eSignature, electronic image, printout, copy, or facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.

K. Bond Changes. The Indemnitors' obligations to the Surety shall remain unchanged in the event of any changes in any Bond without regard to notice or consent by any Indemnitor. The Surety shall have no obligation to give the Indemnitors notice of the execution, renewal, or modification of a Bond.

L. Other Agreements. Indemnitors agree that this Agreement is not a replacement, release, or alteration of any other agreement between any Indemnitor and the Surety but shall be in addition to such other agreement unless expressly stated otherwise herein.

M. Amendment; Assignment. This Agreement may not be altered or amended except by a writing executed by the Indemnitors and the Surety. This Agreement and the Indemnitors' obligations hereunder may not be assigned without the prior written consent of the Surety.


N. Date of Agreement. The date of this Agreement shall be the earliest date that any Indemnitors executes this Agreement.

PLEASE NOTE: Indemnity is required of the entity AND all owners and spouses personally. (1) Applicant must provide the indemnity of the entity by dating and signing with authorized title below. (2) All owners and their spouses must sign as personal indemnitors. Refer to the boxes at the right for examples of proper indemnity by indemnitor type. BY SIGNING (WHETHER ELECTRONICALLY OR TRADITIONALLY) THIS GENERAL INDEMNITY AGREEMENT, INDEMNITORS ARE ACKNOWLEDGING THEY HAVE READ AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS ON PAGES ONE AND TWO OF THIS DOCUMENT.

(1) Dated: February, 20, 2024
(Month) (Day) (Year)


Entity Type:	Proper Indemnity:
Sole Proprietor	John Doe, Owner
Partnership	Jane Doe, Partner
Corporation	John Doe, President
LLC	Jane Doe, Managing Member

Company Name (Print): RGM Land Management, LLC
(As listed on questionnaire)

Authorized Signature X 
 (Printed) RAUL G. MADRIGAL

Title: _____
 Title: Owner

Indemnitor Type:	Proper Indemnity:
Personal	John Doe, Indemnitor
Spouse	Jane Doe, Indemnitor

(2) 
 Indemnitors: Signature X _____
 (Printed) RAUL G. MADRIGAL

Indemnitors: Signature X _____
 Spouse: (Printed) N/A

Indemnitors: Signature X _____
 (Printed) _____

Indemnitors: Signature X _____
 Spouse: (Printed) _____

Indemnitors: Signature X _____
 (Printed) _____

Indemnitors: Signature X _____
 Spouse: (Printed) _____

Indemnitors: Signature X _____
 (Printed) _____

Indemnitors: Signature X _____
 Spouse: (Printed) _____

All business submitted on this Indemnity Agreement shall be reviewed and underwritten by Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117-5077



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT : If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed if **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on This certificate does not confer rights to the certificate holder in lieu of such an endorsement(s).

PRODUCER IBC INSURANCE AGENCY PO BOX 39790 SAN ANTONIO, TX 78218-6790	CONTACT NAME:		
	PHONE (A/C. No. Ext.): (210) 646-9870	FAX (A/C. No. Ext.): (210) 646-8418	
E-MAIL ADDRESS:			
INSURED RGM LAND MANAGEMENT, LLC 223 MONTE VISTA RD LAREDO, TX 78044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : FIDELITY AND GUARANTY INSURANCE COMPANY		
	INSURER B : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BIP-8S013172-23-42	09/25/2023	09/25/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> OTHER						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPI/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-8S03287A-23-42	09/25/2023	09/25/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5000							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH -ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS BELOW						E.L. DISEASE- EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							\$	\$
							\$	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER WEBB COUNTY 1000 HOUSTON ST. LAREDO, TX 78040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE <i>Renan M. Beltran</i>
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