

**INDEPENDENT CONTRACTOR AGREEMENT
“WEBB COUNTY/TEX-MEX PARKING LOT PAVING PROJECT”**

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB *

This Agreement is made and entered into by and between **WEBB COUNTY, TEXAS**, a Political Subdivision of the State of Texas (hereinafter “Owner”) and **GILMAR CONSTRUCTION, LTD.**, Texas Limited Partnership, (hereinafter “Contractor”).

For and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **DESCRIPTION OF PROJECT:** “Webb County/Tex-Mex Property Parking Lot Project, Invitation to Bid (ITB#2019-004), Scope of Services, Plans & Technical Specifications, together with and including any and all addendums to the ITB”
2. **PREMISES DEFINED:** As used herein, “Premises” is defined as the site where the work specified will be performed which shall be located on the Webb County/Tex-Mex Parking Lot facility located at 1200 Washington St., Laredo, Webb County, Texas.
3. **SCOPE OF WORK:** Contractor agrees to perform the following work for Owner as set forth in (ITB#2019-004: “Webb County/Tex-Mex Property Parking Lot Project”) and the “Scope of Work” attached hereto as **Exhibit “1”** which is hereby incorporated by reference as attached hereto and/or as described on the above listed invitation to bid/public notice issued by the County of Webb, Texas. Contractor agrees that all work shall be performed in a good and workmanlike manner.
4. **CONTRACT SUM:** In exchange for Contractor’s performance of services under this Agreement, Owner shall pay to Contractor the following amount(s): **TWO HUNDRED FORTY-FOUR THOUSAND, THREE HUNDRED TWENTY-ONE AND 85/100 DOLLARS (\$244,321.85)**. Any and all payments/disbursements by Webb County shall be made payable to contractor based on an numbered and itemized payment application for percentage of completion of the various base bid item(s) for the project as agreed to and made by Contractor to Owner, which shall be approved by **Luis Perez-Garcia, P.E., Webb County Engineer, Webb County Engineering Dept., the Project Engineer**, after inspecting the progress of completed work and materials on site at the Premises. Said approvals shall not be unduly withheld or delayed.

Owner shall make final payment (including the costs and expenses incurred due to change order(s) completed during this project and completion of the Work and then release the **Five percent (5%) retainage** that Owner previously retained) to Contractor on the day the Project is completed and approved by **Luis Perez-Garcia, P.E., Webb County Engineer, Webb County Engineering Dept., the Project Engineer**, or its designated and authorized representative, on behalf of Owner. Said approvals shall not be unreasonably withheld or delayed.

It is hereby expressly acknowledged, consented and agreed to by Contractor that the final payment due for the services rendered pursuant to this Agreement shall not be issued to Contractor until Contractor has signed and sworn to the Final Bills Paid Affidavit confirming payment to each of its subcontractors, laborers, suppliers, and materialmen in full for all labor and materials to Contractor for or in connection, renovation, or repair of improvements on or relating to the subject project/property or any portion thereof, pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code, and that the intentional, knowing, or reckless making of a false or misleading statement in the Affidavit constitutes a criminal offense under said sections cited herein-above and is a Class A Misdemeanor.

5. **RETAINAGE:** OWNER shall withhold from each installment payment to CONTRACTOR a retainage of FIVE (5%) percent. The retainage shall be paid to CONTRACTOR upon final completion of the work. Completion of the work shall be considered final upon written approval by OWNER's designated representative.

6. **CHANGE ORDERS** In the event either party requests a change from the agreed Scope of Work or Quote in this Agreement, a written change order making such a request shall be prepared by Contractor in accordance with the proposed change. If the Owner or Third-Party Inspector ("Inspector") requests a change be executed, Owner or Inspector shall, in a timely manner, inform Contractor (via email) of the request. Contractor shall then prepare a written change order in accordance with said request and submit to Owner for Owner's approval and signature. As soon as Owner signs the change order approving the proposed change, Owner shall submit, via email, the approved/signed order to Contractor. Contractor shall begin performance in accordance with change order only after Contractor receives the written and approved/signed change order. If Contractor requests a change order, Contractor shall prepare a written change order, submit it to Owner for its approval and signature, and the resultant change only will begin on the approved change after Contractor receives the signed change order. Change orders may increase the payment the Owner must pay to Contractor. **IN NO EVENT MAY THE TOTAL COST OF CHANGE ORDERS EXCEED TWENTY-FIVE PERCENT (25%) OF THE TOTAL AMOUNT OF THIS AGREEMENT.**

7. **NOTICES/CONTACT PERSONS:** Any notice or communication required or permitted hereunder shall be sufficiently given if sent via electronic transmission to the contact persons for CONTRACTOR and/or OWNER as follows:

To Contractor at: GILMAR CONSTRUCTION, LTD, c/o
Sergio A. Aradillas, General Partner
9804 Starla Ct.
Laredo, TX., 78045
Ph. (956) 717-1776
gilmar5493@sbcglobal.net

To Owner at: WEBB COUNTY, TEXAS
Luis Perez-Garcia, P.E./Webb County Engineer
Webb County Engineering Dept.
(956) 523-4054
lperezgarcia@webbcountytexas.gov

8. **INCORPORATION OF INVITATION TO BID/PROPOSAL-QUOTE:** The terms, project specifications, requirements and/or any and all conditions contained in the “**Webb County Tex-Mex Property Parking Lot Project, Invitation to Bid (ITB#2019-004), Plans & Technical Specifications.**”, including any and all addendums to the ITB”, together with and including the Contractor’s Responsive Bid Proposal submitted by and awarded to Gilmar Construction, LTD, to said “ITB 2019-004” are hereby incorporated herein by reference as fully written out as set forth and attached hereto for all intents and purposes.

9. **DATE OF COMMENCEMENT:** Within **TEN (10) CALENDAR DAYS** of being issued a Notice to Proceed from the County, **but in no event shall the commencement date be later than FRIDAY NOVEMBER 1, 2019.**

10. **SUBSTANTIAL COMPLETION:** Substantial Completion is the stage in the progress of the completion of the work covered by this Agreement where the work at the Premises is sufficiently complete in accordance with the work specified in “Scope of Work” as set forth in **Webb County/Tex-Mex Property Parking Lot Project, Invitation to Bid (ITB#2019-004), attached hereto as Exhibit “1”** including completion of all post-construction clean-up on and about the Premises, which shall be required to be confirmed in writing as being substantially completed, by the execution and issuance of a Certificate of Substantial Completion that is dated and signed by both the Project Engineer and Owner, so that the Owner (or Owner’s tenant) can occupy and/or utilize the Premises for the intended use.

11. **DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES:** The date of substantial completion of this construction project shall be **SIXTY (60) CALENDAR DAYS (Monday-Friday excluding federal holidays)**, after the date of commencement of construction as set forth the written and dated notice to proceed issued by Owner to Contractor.

The time set forth in the proposal for the completion of the Work is an essential element of the Agreement. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the working days specified in the Agreement, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

Said Contractor further agrees to begin the work on or before the **TENTH (10th) CALENDAR DAY** following the date set by the Owner’s written notice to proceed, **but in no event shall the commencement date be later than NOVEMBER 1, 2019**, and to **CONTINUOUSLY PURSUE AND COMPLETE THE WORK** within **SIXTY (60) CALENDAR DAYS (Monday-Friday excluding Federal holidays)**.

Contractor and Owner do hereby acknowledge that “actual damages are uncertain and would be difficult of ascertainment” and therefore both parties do hereby mutually agree that the following stipulated sum of per diem liquidated damages is a reasonable amount. The parties further express and acknowledge that the amount of liquidated damages is meant to be “compensatory” and not “punitive”, and Contractor further agrees to pay, as liquidated damages, the sum of FOUR HUNDRED DOLLARS (\$400.00) for each consecutive day there-

in-after the date of substantial completion, as herein provided above in Section 11.

12. OWNER'S RIGHT TO TERMINATE: Owner may terminate this Agreement upon thirty (30) days prior written notice. If Owner terminates this Agreement, then Contractor shall only be paid for the work performed or expenses incurred prior to the receipt of the notice of termination.

13. INSURANCE: Contractor and Subcontractor Insurance: The financial integrity of Contractor is of interest to the Owner, therefore, subject to the right of Contractor to maintain reasonable deductibles in such amounts as are approved by the Owner. Contractor shall obtain and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company (Best's Key Insurance Company Rating Guide, current edition and/or as amended) and/or otherwise acceptable to Webb County/Webb County Risk Manager, the following types and amounts:

The Contractor shall not commence work under this Agreement until it has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, or shall the Contractor allow any subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been so obtained and approved.

a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workers' Compensation Insurance as required by applicable State or Territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workers' Compensation Statute, The Contractor shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.

b. Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than \$1,000,000 for bodily injury, including accidental death, to any one person and an amount not less than \$1,000,000 on account of any one occurrence: Property Damage in the amount not less than \$100,000 per occurrence and \$200,000 aggregate; and Vehicle Liability of \$100,000 for any one person or \$200,000 for each occurrence.

c. The Contractor shall procure and shall maintain during the life of his Contract, insurance in the amounts listed in Subparagraphs a and b.

d. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and

shall maintain during the life of his /her Subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in Subparagraph b. above or, (2) insure the activities of his/her Subcontractors in his/her policy specified in Subparagraph b, above.

e. Scope of Insurance and Special Hazards: The insurance required under Subparagraph a and b, above, shall provide adequate protection for the Contractor and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.

f. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

g. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as Insureds or Additional Insureds.

h. Webb County, Texas, a political subdivision of the State of Texas shall be named as an additional name insured party with respect to General Liability, Builder's Risk, Fire and/or Automobile Liability. A blanket waiver of subrogation in favor of Webb County, Texas, a political subdivision of the State of Texas shall be contained in the Workers' Compensation, and all liability policies.

14. PAYMENT AND PERFORMANCE BONDS: A Performance Bond is required for construction work if the contract is in excess of \$100,000 and a Payment Bond is required if a construction contract is in excess of \$25,000 in statutory compliance with applicable provisions of the Texas Government Code.

Contractor shall supply the required Performance/Payment bonds to the Webb County Purchasing Director within ten (10) days of execution of this Agreement or not later than Two (2) working days prior the date of the scheduled pre-construction meeting which shall be the "DEADLINE" for compliance herewith and which both parties have mutually agreed to as an "Express Condition Precedent" to this contract.

Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company (Best's Key Rating Guide, current Edition,

and as amended) and/or otherwise acceptable to the Owner.

**** THE NOTICE TO PROCEED SHALL NOT BE ISSUED TO THE CONTRACTOR BY WEBB COUNTY WITHOUT THE DELIVERY OF ALL STATUTORILY REQUIRED PERFORMANCE AND/OR PAYMENT BONDS AND/OR PROOF OF ALL REQUIRED INSURANCE POLICIES TO WEBB COUNTY BY CONTRACTOR AS PER SECTION 7 "NOTICES" NOT LATER THAN TWO (2) WORKING DAYS PRIOR THE DATE OF THE SCHEDULED PRE-CONSTRUCTION MEETING "DEADLINE". IF THE CONTRACTOR FAILS TO PROVIDE SAID BONDS OR INSURANCE POLICIES BY THE DEADLINE SHALL CONSTITUTE A DEFAULT OF YOUR CONTRACT AND WEBB COUNTY SHALL AT THEIR SOLE OPTION AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER OR RE-ADVERTISE THIS PROJECT FOR NEW BIDS/PROPOSALS.****

15. RELATIONSHIP OF PARTIES: Contractor is engaged under this Agreement as an "***INDEPENDENT CONTRACTOR***" and not as an agent or employee of Owner. Contractor is not entitled to benefits of any kind to which Owner's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Contractor assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Contractor and Contractor's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other party.

16. SUCCESSORS AND ASSIGNS: This Agreement may not be assigned or subcontracted, in full or in part, by either party without first obtaining written consent of the other party. The parties shall not be relieved of its full responsibility for completion of work because of subletting of any portion of the work. This Agreement shall be binding upon and shall ensue to the benefit of the parties hereto and their respective successors, transferees, and assigns.

17. INDEMNITY: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), ARISING FROM ANY CLAIM OR CAUSE OF ACTION FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF CONTRACTOR'S EMPLOYEES AND/OR ANY ACTS PERFORMED UNDER THIS CONTRACT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. IN CASE OF ANY SUCH CLAIM, CONTRACTOR, UPON NOTICE FROM OWNER, COVENANTS TO DEFEND ANY SUCH ACTION OR PROCEEDING. THE CONTRACTOR SHALL ALSO SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, COURT COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES THAT MIGHT BE INCURRED IN LITIGATION OR OTHERWISE DEFENDING OR PROSECUTING THE CLAIMS.

18. **COMPLIANCE WITH LAWS:** Contractor agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including, but not limited to, those pertaining to safety, and shall obtain all licenses, registrations, or other approvals required in order to fully perform its obligations hereunder. Contractor represents and warrants that all improvements made to the property shall comply with the Americans with Disabilities Act (ADA) and all other applicable Federal/State Codes, regulations, and laws.

19. **SEVERABILITY:** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

20. **GOVERNING LAW/VENUE:** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties hereby further agree that for any litigation regarding this agreement that venue lies exclusively in Webb County, Texas.

21. **DEFAULT AND TERMINATION:** In the event either party interferes with the general progress of this Project intentionally, or by negligence, or intentional or negligent delay, the non-defaulting party may complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Agreement against the defaulting party, and the defaulting party shall reimburse the non-defaulting Party for any loss sustained thereby.

22. **ATTORNEY'S FEES:** In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees incurred by such other party.

23. **ENTIRE AGREEMENT:** This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between the parties. Any modifications to this Agreement must be in writing and signed by the party sought to be bound.

24. **EXHIBITS:** The following documents are attached hereto and fully incorporated herein by reference and made a part of this agreement as if fully set forth herein:

1. "Webb County/Tex-Mex Property Parking Lot Project, Invitation to Bid (ITB#2019-004), Plans & Technical Specifications & Scope of Work – Exhibit 1"
2. Contractor Gilmar Construction, LTD.'s Bid Proposal awarded in response to "Webb County/Tex-Mex Property Parking Lot Project, Invitation to Bid (ITB#2019-004), Plans & Technical Specifications."

3. Payment Bond (To be provided by Contractor Prior to Issuance of Notice to Proceed). (See Section 14**).
4. Performance Bond (To be provided by Contractor Prior to Issuance of Notice to Proceed). (See Section 14**).
5. Insurance Coverages, Liability, Worker's Comp., Builder's Risk, etc. (To be provided by Contractor Prior to Issuance of Notice to Proceed).
6. Webb County's General Conditions
7. City of Laredo Technical Standards Specifications as listed on parking lot construction plans.
8. Construction Plans/Drawings, as submitted by Guillermo B. Cuellar, P.E., dated 06/20/2019.
9. Contractor's Application for Payment
10. Webb County's Notice to Proceed Letter
11. Change Order form
12. Form 1295-Texas Ethics Commission Disclosure of Interested Parties
13. Webb County Ethics Policy

25. OMISSIONS: If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any portion of this Agreement shall be omitted here-from, then it is hereby declared that such omission was unintentional and that the omitted element shall be included in order to give meaning, validity, and/or effect to any portion of this Agreement.

26. MATERIALMEN/SUPPLIERS: Contractor within 10 days from the date of the execution of this agreement shall provide an updated and current listing of all Subcontractors and/or Materialmen or Suppliers, and all laborers, used by the Contactor to Webb County and Contractor shall notify the Owner in writing whenever changes occur, and Contractor shall provide the Owner with an updated listing within FIVE (5) working days of upon request for an updated listing. Contractor will immediately notify the Owner in writing of any Subcontractors and/or Materialmen or Suppliers, and all laborers, independent contractors, and/or other such materialmen and/or suppliers services that are discontinued and/or that have been added to their workforce.

27. REQUEST FOR PAYMENT SUBMISSION: All request for payments are to be made payable to Contractor by dated and signed invoice(s). Said invoice and/or request for progress payments shall be submitted in writing to both **Luis Perez-Garcia, P.E., Webb County Engineer, Webb County Engineering Dept., the Project Engineer**, or its' designated and authorized representative, on behalf of Owner for review and approval of same. Upon review and approval of the request for payment by **Luis Perez-Garcia, P.E., Webb County Engineer, Webb County Engineering Dept., the Project Engineer** on behalf of Owner, the Webb County Engineer shall

then forward the approved request for the payment amount [less Five percent (5%) retainage] to the Webb County Business Office to process the progress payment request. Payment will be mailed to Contractor or made available for pick up at the Webb County Business Office.

28. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES: Contractor agrees to comply at all times with all federal, state, county, and/or City of Laredo building, development codes, city building permits, rules, regulations, ordinances and laws, and Contractor shall not permit the Premises or any part thereof to be used for (a) any offensive, noisy, or dangerous activity that would pose a health or safety risk; (b) the creation or maintenance of a public nuisance, (c) anything which is against public regulations or rules of any public authority at any time applicable to the Premises; or (d) any purpose or any manner which will obstruct, interfere with, or infringe on the rights of other tenants or adjoining properties.

29. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. AMENDMENT: No amendment, modification, or alteration of the terms of this Agreement hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and approved by the Webb County Commissioner's Court and duly executed by both of the parties hereto.

31. TIME OF ESSENCE: Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.

32. ADDITIONAL PROVISIONS:

Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

Confidentiality. Any confidential information provided to or developed by Consultant in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of **WEBB COUNTY**.

Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, will-full misconduct, negligent act or omission, or other wrongful act of either of them.

Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on this 18th day of OCTOBER, 2019.

**CONTRACTOR:
GILMAR CONSTRUCTION, LTD.**

A Texas Limited Partnership

By: _____

SERGIO A. ARADILLAS

Title: General Partner

Date: October 18, 2019

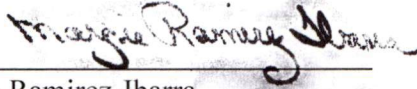
WEBB COUNTY, TEXAS

Tano E. Tijerina

Webb County Judge

Date: October 17, 2019

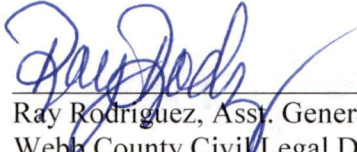
ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Ray Rodriguez, Asst. General Counsel
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court on August 12th, 2019; Item No. 22 (b) Award of (ITB-2019-004)-Gilmar Construction LTD.

Passed and approved by the Webb County Commissioners Court on October 15th, 2019; Item No. ~~8~~ (b) Approval of Construction Contract (ITB-2019-004.

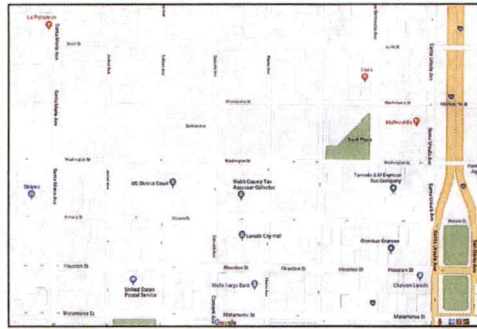
8m.

WEBB COUNTY PARKING LOT PLAN

Location: **Tex Mex Parking Lot**
 Limits from: **Convent Avenue**
 To: **Salinas Avenue**

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE
2	GENERAL NOTES
3	LAYOUT
4	TCP GENERAL NOTES
5	TCP APPLICATION
6	TCP LOCATION



TANO E. TUERINA COUNTY JUDGE
 JESSE GONZALEZ PRECINCT I
 ROSAURA "WAWI" TUERINA PRECINCT II
 JOHN GALO PRECINCT III
 CINDY LIENDO PRECINCT IV

LUIS PEREZ GARCIA, P.E., C.F.M. COUNTY ENGINEER

SUBMITTED BY: Guillermo B. Cuellar, P.E. 6/20/19
 GUILLERMO B. CUELLAR, P.E. DATE



Location Map Laredo Tx.



2019

SPECIFICATIONS ADOPTED
 BY THE CITY OF LAREDO
 STANDARD TECHNICAL
 SPECIFICATIONS MANUAL
 2013

Project	Tex Mex
Sheet	1

GENERAL NOTES

THESE PLANS ARE ONLY TO BE USED FOR THE CONSTRUCTION OF THE PROPOSED STREETS AND ARE NOT INTENDED TO BE USED AS RIGHT OF WAY MAP. RIGHT OF WAYS SHOWN IS FOR ILLUSTRATION PURPOSES ONLY. FIELD SURVEYING MEASURES WERE CONDUCTED TO ESTABLISH THE LOCATIONS OF EXISTING UTILITIES AND OTHER APPURTENANCES NECESSARY FOR THE DESIGN OF THE STREETS SHOWN ON THIS PLAN.

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, "TEXAS ONE CALL SYSTEM MUST BE CONTACTED (800-245-4545) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION OF EXISTING UTILITY LINES, POLES, AND SYMBOLS SHOWN ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENT TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE RELATION OF THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL PROVIDE TRENCHING FOR ANY UTILITY ADJUSTMENT AS MAY BE REQUIRED.

WHERE FIRE HYDRANTS ARE ENCOUNTERED AND/OR IMPACTED BY THE PROPOSED CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL ADJUST WITH THE PROPOSED FINISHED GRADE.

THE CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING UNDER AND AROUND UTILITY LINES.

DURING THE EXECUTION OF THE WORK, UTMOST CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO ANY UTILITIES, STRUCTURES, OR RIGHT OF WAY. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

IF ANY OVERHEAD OR UNDERGROUND ELECTRICAL LINES NEED TO BE DE-ENERGIZED, THE CONTRACTOR SHALL CALL THE POWER COMPANY TO DO THE WORK. ANY COST ASSOCIATED WITH DE-ENERGIZING THE ELECTRICAL LINES AND /OR ANY OTHER PROTECTIVE MEASURE REQUIRED SHALL BE AT THE CONTRACTOR EXPENSE.

WHEN THE CONTRACTOR IS WORKING NEAR ANY POWER LINES, IT IS HIS/HER RESPONSIBILITY TO COMPLY WITH THE APPROPRIATE SECTIONS OF THE TEXAS STATE LAW AND FEDERAL REGULATIONS RELATING TO THE WORK INVOLVED.

DEMOLITION NOTES

ALL EXISTING TREES WITHIN PRIVATE PROPERTY ARE TO REMAIN ALONG WITH THE GRASS AREA. CONTRACTOR SHALL MAKE ALL PROVISIONS TO PROTECT THESE LANDSCAPED AREAS. CONTRACTOR SHALL COORDINATE ANY TREE REMOVAL WITH APPROVAL OF THE OWNER.

EXISTING SIGNS, INCLUDING BASE AND POLES SHALL BE RELOCATED TO THERE NEW LOCATION ONCE CONSTRUCTING IS CLOSE TO TERMINATION.

NO CONSTRUCTION ACTIVITIES SHALL COMMENCE UNTIL PROPER CLEARANCE IS PROVIDED BY THE APPROPRIATE WEBB COUNTY DEPARTMENTS.

WORK SHALL BE CONDUCTED SO THAT ALL MACHINERY IS OFF THE ROAD BY SUNSET, UNLESS OTHERWISE DIRECTED BY THE ENGINEER IN WRITING.

THE CONTRACTOR WILL BE PERMITTED TO FURNISH LIKE MATERIALS OF OTHER MANUFACTURES PROVIDED THEY ARE OF EQUAL QUALITY AND COMPLY WITH SPECIFICATIONS FOR THIS PROJECT ARE APPROVED BY THE ENGINEER.

THE CONTRACTOR SHALL RE-INSTALL STOP SIGNS, STREET SIGNS AND SPEED LIMIT SIGNS. THE LOCATION OF THE SIGNS SHALL BE APPROVED BY THE ENGINEER.

ALL REPAIRS AND/OR REPLACEMENT OF EXISTING IMPROVEMENTS SHALL BE MADE WITH MATERIALS LIKE THOSE DAMAGES OR REPLACED.

ALL CONSTRUCTION OUTSIDE THE COUNTY RIGHT OF WAY SHALL BE COORDINATED WITH THE PROPERTY OWNER REPRESENTATIVES AND THE COUNTY OF WEBB.

MATERIALS PLACED BY THE CONTRACTOR WHICH DOES NOT CONFORM TO THE SPECIFIED DESIGN REQUIREMENTS OR LAB REPORT SHALL BE REMOVED AND /OR REWORKED UNTIL ACCEPTABLE RESULTS ARE ACHIEVED. THE COST FOR ANY ADDITIONAL TESTING REQUIRED BECAUSE OF A CONSTRUCTION FAILURE SHALL BE PAID FOR BY THE CONTRACTOR.

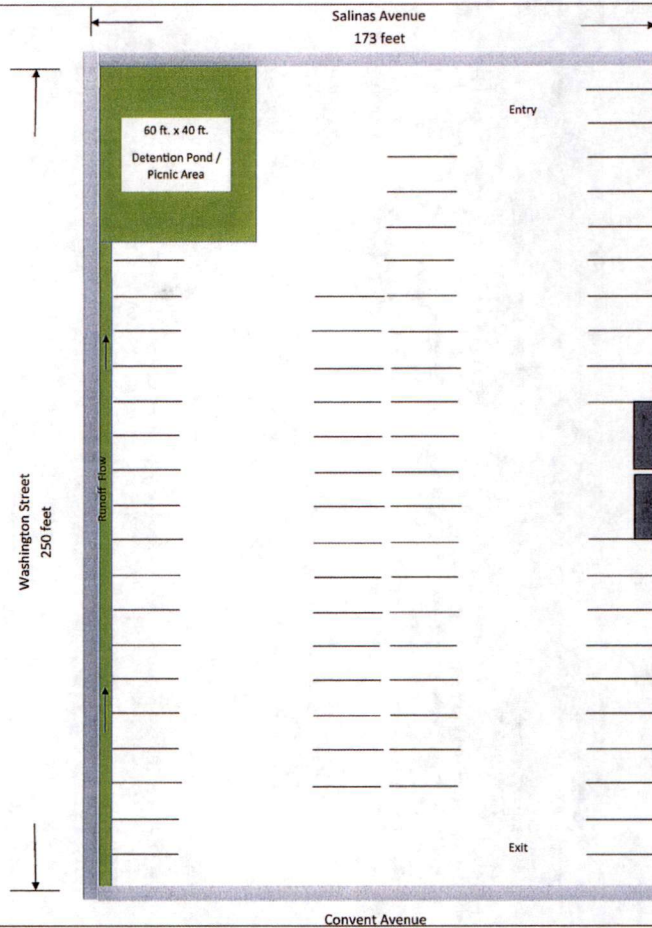


Guillermo B. Cuellar, P.E.
6/20/19

GENERAL NOTES

Project	Tex Mex
Sheet	2





- 2" Hotmix Asphaltic Paving
- 10' x 20' Parking spaces
- 70 Parking Spaces
- 25' wide Entry and Exit ramps
- 60' x 40' Detention Pond / Picnic Area
- 5 foot wide concrete Valley Gutter / Alternate 5 foot wide Landscape



Note: All items of work must adhere to the City of Laredo Standard Technical Specification Manual - 2013.

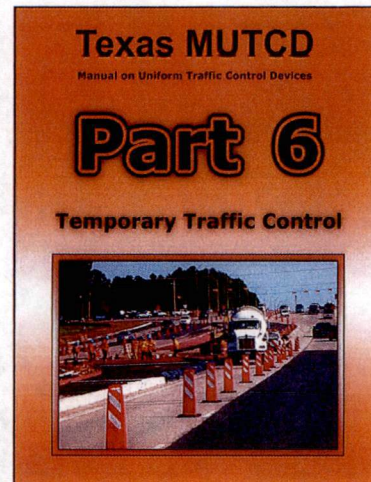


Guillermo B. Cuellar
8/12/19

-  Proposed Entry and Exit Ramps
-  Proposed Concrete Gutter
-  Proposed 8' Concrete Sidewalk
-  5 foot wide concrete Valley Gutter / Alternate 5 foot wide Landscape

LAYOUT	
Project	Tex Mex
Sheet	3

1. This is the suggested Temporary Traffic Control Plan (TTCP). The Supervisor may submit an alternate Traffic Control Plan, signed and sealed by a Licensed Professional Engineer in Texas, for approval by the Engineer. When mutually beneficial changes are proposed to the existing Traffic Control Plan and are agreed upon by the Supervisor and the Webb County Engineering Department, the plan sheets may be developed and signed and sealed by the Engineer.
2. The material in this TCP of this plan set is extracted from the 2011 Edition—Revision 2 of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) which was adopted by the Texas Transportation Commission. The TMUTCD is considered the source document for all Temporary Traffic Control items discussed within this plan set. The contractor and all parties involved shall reference the TMUTCD for all details, tables, referenced sections, meanings and symbols regarding the TTCP used in this plan set. Typical Application 29 is the suggested temporary traffic control plan for this plan set. The TMUTCD is maintained by the Texas Department of Transportation (TxDOT) and is available for download through the TxDOT website at www.txdot.gov.
3. Furnish and install all Temporary Traffic Control Plan devices, including but not limited to barricades, signs, and work zone markings, in compliance with the latest version of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
4. Allow for all lanes to open to traffic during non-working hours unless otherwise specified in the Engineer. Any additional overnight lane closures not specified will require approval by the Engineer.
5. Verify the location and spacing of sign, barricades, and channelizing devices prior to their placement along vertical curves, horizontal curves, and other geometric constraints to assure visibility to all motorists.
6. Place the traffic control devices only while work is actually in progress or a definite need exists. Always have enough barricades, channelizing devices, and signs at all times to replace those damaged.
7. Cover all existing signs that conflict with the Traffic Control Plan and uncover during non-working hours or as directed by the Engineer. Partial coverage of the sign or coverage by material that will not cover the entire sign all the time is not permitted.
8. Vary the spacing of signs to meet traffic conditions or as directed by the engineer and assure that all traffic control devices and work zone pavement markings are kept in a highly visible condition (clean, upright and at proper location).
9. Conduct construction operations so as to provide the least possible interference to traffic and to permit the continuous movement of traffic in all allowable directions at all times or as permitted by the sequence of construction. Provide for safe and convenient access to abutting property, highways, public roads, and street crossing except as otherwise shown on the sequence of construction.
10. Place all stockpiled material, waste material, signs, barricades, channelizing devices and work vehicles not in use, at a minimum of 30 feet from the outer edge of the nearest travel lane.
11. Maintain all existing drainage conditions during all construction phases until the permanent drainage facilities are ready to use. Handle excavated and stockpiled material in such a way that it will not block drainage.
12. Regulate all construction traffic so as to cause a minimal inconvenience to the traveling public. At the times when it is necessary for trucks to stop, unload or cross roadways under traffic, provide warning signs and flaggers as needed to adequately protect the traveling public.
13. Remove from the work area all loose materials and debris resulting from construction operations at the end of each work day.
14. Maintain a minimum of one through lanes open during working hours except as directed by the Engineer.
15. Additional signs, barricades and channelizing devices may be required to maintain traffic during construction, as shown on TMUTCD.



Guillermo B. Cuellar, PE
6/20/19

TCP GENERAL NOTES	
Project	Tex Mex
Sheet	4

Notes for Figure 6H-29 – Typical Application 29

Crosswalk Closures and Pedestrian Detours

Standard:

1. Where sidewalks exist, provisions shall be made for disabled persons.
2. Curb parking shall be prohibited for at least 15 m (50 ft) in advance of the midblock crosswalk.

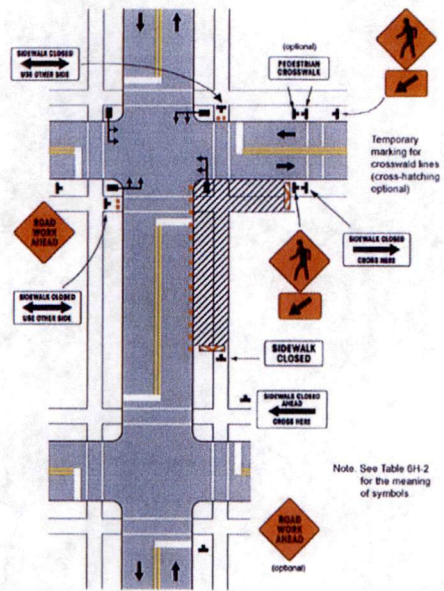
Guidance:

3. Pedestrian traffic signal displays controlling closed crosswalks should be covered or deactivated.

Option:

4. Street lighting may be considered.
5. Only the temporary traffic control devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS signs, may be used to control motor vehicle traffic.
6. For nighttime closures, Type A Flashing warning lights may be used on barricades supporting signs and closing sidewalks.
7. Type C Steady-Burn warning lights may be used on channelizing devices separating the work space from motor vehicle traffic.
8. In order to maintain the systematic use of the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs in a jurisdiction, the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs may be used in temporary traffic control zones.

Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)



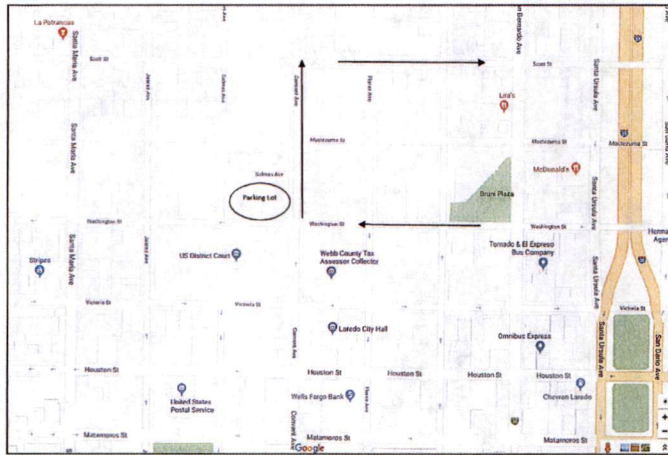
Typical Application 29

6H-43



Guillermo B. Cuellar, PE
 4/20/19

TCP APPLICATION	
Project	Tex Mex
Sheet	5



TCP DIAGRAM



Guillermo B. Cuellar, P.E.
6/20/19

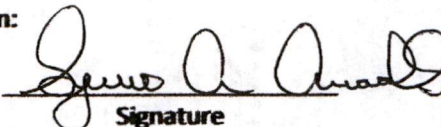
TCP LOCATION	
Project	Tex Mex
Sheet	6



Proposer Information

Name of Company: GILMAR CONSTRUCTION LTD
Address: 9804 STARLA CT
City and State: LAREDO TEXAS 78045
Phone: 956 717-1776
Email Address: gilmar5493@sbcglobal.net

Signature of Person Authorized to Sign:


Signature

SERGIO ALBERTO ARADILLAS
Print Name

OWNER / MANAGER
Title

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

PARTNERSHIP

7-23-19
(Date)

Note:

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

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

References

Name of Local / State government or private company	Address	Phone	Name of Contact	Contract Active, if not when did it expire (if applicable)
Texas Department Of Transportation	Laredo Area Office	(956)712-7713	Carlos G Rodriguez P.E.	RMC-629407001 Active
Anderson Columbia Co	Laredo Texas 8114 HWY 359	(956)740-5991	Richter Leyendecker	Not Active 2016
White Construction Co.	613 Crescent Circle Ridgeland Mississippi	(601)898-5180	Daryl Brags	Not Active 12/31/2017
Ranger Excavation Co		(512)343-9613	Will Lyons	Not Active 10/31/2017
Union Pacific Railroad	Port Laredo Mile 13	(956)237-3052	Meynardo Montemayor	Not Active 06/31/2017

2019-004 BID ITEM PRICE SHEET

Location:	TEX-MEX PARKING LOT
DESCRIPTION:	2 INCH THICK HOTMIX 173' X 250'
CALCULATED BY:	GUILLERMO B. CUELLAR, P.E. on 6/17/19

BID SECTION NO:	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTALS
SITE PREPARATION:					
428	CONCRETE DRIVEWAYS	SF	400	\$ 12.25	\$ 4,900.00
430	CONCRETE SIDEWALKS	SF	5,000	\$ 10.85	\$ 54,250.00
PARKING LOT:					
506	CONCRETE CURB AND GUTTER	LF	270	\$ 18.00	\$ 4,860.00
536	PARKING LOTS	SY	4,805	\$ 30.17	\$ 144,966.85
540	VALLEY GUTTER	LF	175	\$ 35.00	\$ 6,125.00
ENVIRONMENTAL:					
602	SILT FENCE	LS	1	\$ 3,500.00	\$ 3,500.00
TRAFFIC MANAGEMENT:					
706	REFLECTORIZED PAVEMENT MARKINGS	LF	4,000	\$ 0.73	\$ 2,920.00
710	RELOCATION OF PERMANENT SIGNS & PARKING METERS	EA	10	\$ 350.00	\$ 3,500.00
712	TRAFFIC CONTROL AND REGULATION	LS	2	\$ 2,000.00	\$ 4,000.00
MISCELLANEOUS:					
800	CAR STOPS	EA	100	\$ 79.00	\$ 7,900.00
801	PERMIT FEES	LS	1	\$ 4,300.00	\$ 4,300.00
803	ENTRY AND EXIT SIGNS WITH POLE ASSEMBLIES	EA	2	\$ 200.00	\$ 400.00
ENGINEERING SERVICES:					
	MATERIAL TESTING	LS	1	\$ 2,700.00	\$ 2,700.00
TOTAL					\$ 244,321.85

Any mathematical errors found in bidder's bid sheet will be corrected based on the unit price

NON BID	402, 404, 406, 410, 412, 416, 418, 504, 510, 520, 602, 812.
REFERENCED	
SECTION NO:	

**Bidder must review Bid Section number(s). By signing below, Bidder is in agreement and fully understands all Bid Section requirements under the City of Laredo Specifications Manual. Bidder further agrees to hold pricing for 60 calendar day.*

SERGIO ALBERTO ARADILLAS
 Person Authorized to Sign (Print Full Name)


 Signature of Authorized Person

7-23-19
 Date

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

N-A

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7 Jesus A. Arredillas
Signature of vendor doing business with the governmental entity

7-23-19
Date

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

PART A.

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

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

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

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

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

Yes

No

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

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

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

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

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
GILMAR CONSTRUCTION LTD	74-3021-592	

Sergio A. Aradillas
Signature of Authorized Representative

7-23-19
Date

SERGIO ALBERTO ARADILLAS OWNER/MANAGER
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.
THREE G PAVING	26-3832561	

Name of Authorized Representative	Title
PETER GALLEGOS	OWNER

Peter Gallegos
Signature - Authorized Representative

7-23-19
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 Sergio Alberto Aradillas, 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>

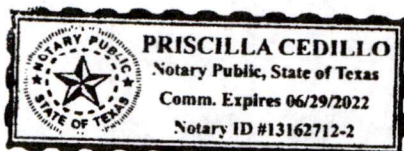
I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby further acknowledge, agree and understand that as a participating vendor with Webb County, Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to comply with the 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 23rd day of July, 2019.


Signature of Affiant

SERGIO ALBERTO ARADILLAS
Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 23rd day July, 2019




NOTARY PUBLIC, STATE OF TEXAS

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name SERGIO ALBERTO ARADILLAS owes no delinquent property taxes to Webb County.

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

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



Person who can attest to the above information

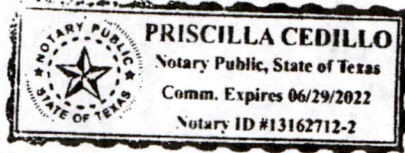
≠ SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared Sergio Alberto Aradillas, know to me (or proved to me on the oath of TRDL 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 23rd day of JULY 2019.

Notary Public, State of Texas



Priscilla Cedillo

(Print name of Notary Public here)

My commission expires the 29th day of June 2022

RECEIVED
2019 JUL 22 PM 1:54
Webb County
Purchasing Department

 **Texas Community Bank**
P.O. Box 450269
Laredo, TX 78045

Cashier's Check 130685

Date: 7/23/19

Branch: 1001

REMITTER GILMAR CONSTRUCTION LTD
MEMO: ITB 2019-004

PAY EXACTLY **15,000 AND 00/100 DOLLARS
TO THE
ORDER OF WEBB COUNTY

\$15,000.00



⑈0000130685⑈ ⑆114924810⑆ 1010000034⑈

Security features included. Details on back.

MARGIE R. IBARRA
COUNTY CLERK
FILED

2019 OCT 22 PM 4:49

WEBB COUNTY, TEXAS

BY VR DEPUTY