MARGIE R. IBARRA COUNTY CLERK FILED

# Construction Contract Welch Road Culvert Improvements

2022 JUN 30 AM 10: 48

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS: WEBB COUNTY, TEXAS

COUNTY OF WEBB §

BY OLL DEPUTY

This Agreement is made and entered into by and between WEBB COUNTY, TEXAS, a Political Subdivision of the State of Texas (hereinafter "Owner") and Gil Mar Construction LTD, (hereinafter "Contractor").

WHEREAS at the Webb County Commissioner's Court Meeting held on April 11, 2022, the Court, pursuant to Webb County's Invitation to Bid (I.T.B.) 2022-11 entitled "Welch Road Culvert Improvements", and Contractor's responsive bid proposal, attached hereto as Exhibit "A", awarded this Project to Gil Mar Construction LTD.

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

- DESCRIPTION OF PROJECT: Construction of a multi-box culvert with headwalls, aprons
  and channel grading (and as further identified in the Construction/Plans/Drawings Exhibit
  "C").
- PREMISES DEFINED: Welch road culvert is located approximately .52 miles north of the intersection of Hwy. 359 and Welch Road (Exhibit "B") and as further depicted on Sheet 3 of the Construction Plans.
- 3. SCOPE OF WORK: Construction of a multi-box culvert with headwalls, aprons and channel grading (and as further identified in the Construction/Plans/Drawings Exhibit "C"). The work includes all appurtenances and all incidentals, including all labor and materials as shown and required by the construction documents. The Scope Of Work is all of the Work, including all appurtenances and all incidentals, all labor and materials, as shown and required by the construction documents, which are hereby incorporated by reference. Contractor agrees that all work shall be performed in a good and workmanlike manner and all materials incorporated into the work shall be new materials.
- 4. <u>CONTRACT SUM</u>: In exchange for Contractor's performance of services under this Agreement, Owner shall pay Contractor the following amount(s): Five Hundred Twenty-Eight Thousand Nine Hundred Dollars (\$528,900.00). 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), less retainage, 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, and/or Guillermo Cuellar, P.E., Webb County Engineering Dept., after inspecting the progress of completed work and materials on site at the Premises. Said approvals shall not be unduly withheld or delayed.

- 5. 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 approved and accepted by OWNER. Said approvals shall not be unreasonably withheld or delayed.
- 6. 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 submitted a signed and sworn "Final Bills Paid Affidavit" confirming payment to each of its subcontractors, laborers, suppliers, and materialmen in full for all labor and materials furnished to Contractor for or in connection with, renovation of, 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 hereinabove and is a Class A Misdemeanor.
- 7. **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 acceptance and written approval by OWNER or his designated representative of the project.
- 8. 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 a 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 the 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 will only 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 SHALL THE TOTAL COST OF CHANGE ORDERS EXCEED TWENTY-FIVE PERCENT (25%) OF THE TOTAL AMOUNT OF THIS AGREEMENT.
- 9. <u>NOTICES/CONTACT PERSONS</u>: Any notice or communication required or permitted t be given hereunder shall be sufficient if sent via electronic transmission to the contact persons for CONTRACTOR and/or OWNER as follows:

To Contractor at:

Gil Mar Construction LTD Attn: Sergio Alberto Aradillas 9804 Starla Ct. Laredo, Texas 78045 Phone: (956) 645-7379 E-Mail:gilmar5493@sbcglobal.net

To Webb Engineer at: WEBB COUNTY, TEXAS

Attn: Webb County Engineer Webb County Engineering Dept.

(956) 523-4054

Email: <a href="mailto:lperezgarcia@webbcountytx.gov">lperezgarcia@webbcountytx.gov</a>

- 10. <u>DATE OF COMMENCEMENT</u>: Contractor shall commence construction on the date set forth in the Notice to Proceed which said Notice to Proceed shall not issue before July 15, 2022 unless a prior date is agreed to in writing by Contractor.
- 11. SUBSTANTIAL COMPLETION: Substantial Completion is the stage in the progress of the completion of the work covered by this Agreement where the work on the Premises is sufficiently complete in accordance with the work specified in "Scope of Work" as set forth in 3. SCOPE OF WORK, above, 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 Webb County Project Engineer and Owner, so that the Owner (or Owner's tenant) can occupy and/or utilize the Premises for its intended use. Substantial Completion deadline is to be extended as provided in the General Conditions and/or because of things outside the control of Contractor such as: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; and (k) other similar events beyond the reasonable control of the Contractor (the foregoing is referred to as "Force Majeure").
- 12. DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES: The date of final completion of this construction project shall be One Hundred Eighty (180) CALENDAR DAYS after the date of commencement of construction as set forth in the written and dated Notice to Proceed issued by Owner to Contractor.
- 13. 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 Section 15., below, will be deducted from the money due or to become due the Contractor,

not as a penalty but as liquidated damages.

- 14. Said Contractor further agrees to <u>CONTINUOUSLY PURSUE AND COMPLETE THE</u>

  <u>WORK</u> within <u>ONE HUNDRED EIGHTY (180) CALENDAR DAYS</u> from date of commencement.
- 15. Contractor and Owner do hereby acknowledge that "actual damages are uncertain and would be difficult to ascertain" 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) per day for each consecutive calendar day there-in-after the date of Substantial Completion and after the date of Final Completion.
- 16. <u>INSURANCE:</u> 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 insurance 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- (VII) 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:
  - a. The Contractor shall not commence work under this Agreement until it has obtained all the insurance required and such insurance has been approved by the Owner, nor 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. The Contractor shall procure and shall maintain during the life of his Contract, insurance in the amounts required.
- 17. <u>PAYMENT AND PERFORMANCE BONDS:</u> \*\*\*PLEASE BE ADVISED THAT THIS PROJECT REQUIRES BOTH A PAYMENT & PERFORMANCE BOND FROM THE CONTRACTOR.\*\*\*
- 18. Contractor shall supply the required Performance/Payment bonds to the Webb County Purchasing Director within Seven (7) 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.
  - a. Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated A-:VII or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) and/or otherwise acceptable to the Owner.

- 19. 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 PROOF OF ALL REQUIRED INSURANCE POLICIES TO WEBB COUNTY BY CONTRACTOR NOT LATER THAN TWO (2) WORKING DAYS PRIOR THE DATE OF THE SCHEDULED PRECONSTRUCTION MEETING "DEADLINE". FAILURE OF CONTRACTOR TO PROVIDE SAID BONDS AND/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.
- 20. 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.
- 21. <u>SUCCESSORS AND ASSIGNS</u>: 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.
- 22. INDEMNITY: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD WEBB COUNTY, IT'S COMMISSIONERS COURT, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), DIRECTLY 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.

- 23. 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.
- 24. <u>SEVERABILITY:</u> 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.
- 25. 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 the State Courts of Webb County, Texas.
- 26. <u>DEFAULT AND TERMINATION</u>: 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.
- 27. <u>ATTORNEY'S FEES:</u> 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.
- 28. 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.
- 29. **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. Contractor's Bid Proposal together attached hereto as Exhibit "A".
  - 2. Description of Premises Exhibit "B"

Rev.101520

- 3. Construction/Plans/Drawings Exhibit "C".
- 4. Webb County's General Conditions, Exhibit "D".
- 5. Payment Bond See sample form: (To be provided by Contractor Prior to Issuance of Notice to Proceed). (See Section 14\*\*), Exhibit "E".
- 6. Performance Bond See sample form: (To be provided by Contractor Prior to Issuance of Notice to Proceed). (See Section 14\*\*), Exhibit "F".
- 7. Insurance Coverages, Liability, Worker's Comp., Builder's Risk, etc. (To be provided by Contractor Prior to Issuance of Notice to Proceed), Exhibit "G".
- 8. Webb County's Notice to Proceed Letter See sample form Exhibit "H".
- 30. 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.
- 31. 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.
- 32. 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 Luis Perez-Garcia, P.E., Webb County 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, 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.
- 33. 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.

- 34. <u>LEGAL CONSTRUCTION</u>: 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.
- 35. <u>AMENDMENT</u>: 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.
- **36.** <u>TIME OF ESSENCE</u>: Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.

#### 37. ADDITIONAL PROVISIONS:

- a. <u>Inconsistencies.</u> 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.
- b. 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.
- c. No rights created. This Agreement is not intended and does not create any rights or interest in persons not a party hereto.
- d. <u>Confidentiality.</u> 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.
- e. <u>Headings</u>. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- f. 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.

- g. <u>Consequential Damages.</u> 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.
- h. <u>Counterparts.</u> 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.
- i. <u>Terminology and Definitions</u>. 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.
- j. <u>Rule of Construction</u>. 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.
- k. <u>Submission of Certificate of Interested Parties Form 1295</u>. Texas Ethics Commission Form 1295 must be submitted prior to the issuance of Notice to Proceed.

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 the dates set forth below.

WEBB COUNTY

CONTRACTOR
GIL MAR CONST

GIL MAR CONSTRUCTION LTD BY ARADILLAS & ARADILLAS, LC GENERAL PARTNER

By: Sergio Alberto Aradillas,

Member

Aradillas & Aradillas, L.C.

Webb County Judge

Tano E. Tijerina

Rev.101520

Date: 6-24 910 1, 2022

Date: 6-28-, 2022

ATTESTED:

Margie Ramirez-Ibarra Webb County Clerk

APPROVED AS TO FORM:

Nathan R. Bratton

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).

	Name of Company:	GILMAR CONSTRUCTION L+D
	Address:	980 4 STARLA CT
	City and State	LARE DO TEXAS
	Phone:	936 645-7379
	Email Address:	gilman 5493 @ SACgloRAL. NET
Signate	ure of Person Authoriz	SERGIO AIRER TO ARADINAS  OPRINTA MANAGER  Title
Indicat	te status as to "Partne	ership", "Corporation", "Land Owner", etc.

3-31-22 (Date)

#### Note:

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

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

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

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

# ITB 2022-011 "Welch Road Culvert Improvements"

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

Signature of Bidder/Date

3-31-22



March 22, 2022

#### **ADDENDUM #1**

Ref: Welch Road Culvert Improvements, ITB 2022-011

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

#### Plans:

UPDATE VARIOUS CULVERT, GUARDRAIL, AND BARRICADE STANDARDS

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

ADD/Replace with Attached TxDOT Standard Detail Sheets

#### Pre-Bid Meeting Notes:

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

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

Box Culverts shall be precast meeting TxDOT standards.

Contractor shall maintain access to residents at all times.

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

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

Sincerety,

Wayne Nance, P.E.

87006

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Page 3 of 11

ITEM NO.	ITEM DESCRIPTION (I)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
chedule	of Unit Price Work - BASE BID				
104	Furnish and Install 8" PVC C-900, DR-14, AWWA PR-305 Water Main, Complete in Place at	LF	97	s 68.25	s 6620. <sup>25</sup>
116	Furnish and Provide All Incidentals Necessary for Interconnections to Existing (8") Water Main at Ergl lumbed I turn fire Dollars and No Cents  Per Each	EA	2	\$ 825°0	s 1650.00
120	Furnish and Install Concrete Encasement at Dubling Dollars and NO Cents Per Cubic Yard	CY	10	s 219°°	s 2190 ∞
130	Furnish and Install Ductile Iron Compact Mechanical Joint Fittings Complete with Bolts, Glands, Joint Restraints and Polyethylene Wrapping (Restrained) at Merie Quality fourty five. Dollars and Cents Per Each	EA	4	s 945 <sup>20</sup>	s 3780. ∞
310.1	Furnish and Install 10'x5' Reinforced Concrete Box Culver (Precast Units), Complete in Place  at One Thursd four hand the Dollars and Cents  Per Linear Foot		164	s 1,463°°	\$ 239,932 <sup>°°</sup>
310.2	Furnish and Install Reinforced Concrete Culvert Wingwall (PW)(Hw=7'), Complete in Place  at Quety three thousand explicit Runded Dollars and No Cents  Per Each		2	\$ 33,800	\$ 47,600.

Page 4 of 11

					Page 4 of 11	
TEM NO.	ITEM DESCRIPTION (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID	
318	Channel Excavation, Embankment, Compact and Disposat  at Eyltz frie Dolla  and DO Cents  Per Cubic Yard		120	s 85°°	s 10, 200 °°	
402.1	Site Clearing and Grubbing with Removal and Disposal at <u>Cleven Unumbed</u> Dollar and <u>NO</u> Cents Per Acre	AC	0.5	\$11,400	s 5,700°°	
402.2	Furnish all Equipment, Labor and Incidentals for "Existic Concrete and Pavement Removal", Complete with Demolition, Removal and Proper Disposal at	L.S	. 1	\$35,000	\$ 35,000.	
408	Furnish and Install 5" Thick Reinforced Concrete Ripra Aprons, Complete with Toewalls and Block Dissipators at	ars SI	6000	\$ 7.35	s 44, 100 °°	
424	Remove and Replace Existing Barb Wire Fence 5-Strand (Type C), Complete at		F 70	\$ 36.00	\$ 2520.00	
502.1	Street Excavation (Unclassified)(Density Control)  at	C	Y 120	\$62.50	s 7,500,°°	
502.2	Street Embankment (Density Control)  at		Y 120	\$62.50	s 7500.°°	

Page 5 of 11

TEM NO.	ITEM DESCRIPTION (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
502.3	Street Subgrade Preparation and Compaction  at	SY	710	s 34, 40	\$24,424.°°
510	Furnish & Install Flexible Caliche Base (8" Compact Thick at Lling five Dollars and Ninty five Cents  Per Square Yard	SY	710	\$ 35.95	s 25,524 <sup>.50</sup>
516	Furnish & Install Prime Coat (MC-30)  at	SY	670	s 5. <sup>30</sup>	\$ 3551
520	Furnish and Install Hot Mix Asphalt Pavement  1.5" Compacted Thickness (Type D Surface)(PG 64-22)  at	SY	670	s 26.35	\$ 13,634. <sup>50</sup>
602	Furnish, Install and Maintain Rock Berm (Type 3)  at	LF	55	s 65 °°	\$ 3575.°°
708.1	Furnish and Install Metal/Timber Post Guard Rail  at	LF	400	s 57. <sup>40</sup>	s 22,960°
708.2	Furnish and Install Guard Rail Dostrm Anchor Terminal at One Howard three Runded Dollars and No Cents  Per Each	EA	2	s 1,300°°	s 2,600°

Page 6 of 11

ITEM NO.	ITEM DESCRIPTION (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
708,3	Furnish and Install Guard Rail Terminal at Luc Unward Mine Lunder + fufty Dollars and NO Cents Per Each	EA	2	s 2.950°	s 5,900°
712	Furnish, Install & Maintain Barricades and Traffic Control at Lunche thousand for hundred things and Pollars and Leventy fire Cents  Per Lump Sum	LS	1	s 12,438	s 12,438.
ТОТА	L BASE BID ITEMS		\$	.528,	900.00

TOTAL BASE BID-PRICE IN WORDS: \$ Zere Lunded & turnty eight thousand Minio Lunde "Cast

#### Notes:

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

PROJECT: Welch Road Culvert Improvements  Contractor: Gil MAR Construction LTD	Bidder's Signature:	and
Name: SERGIO AIRERTO ARADIILAS	Title: OWNER MONOGER	
Address: 980H Starla CT		
ARE DO	TEXAS	78045
(City)	( State)	(Zip Code)
Telephone Number: QS1 645-7379	Date: 3-31-20	

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

PROJECT:	"Welch Road Culvert Improvements"
----------	-----------------------------------

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

	Name of Project: PLASMA CENTER Date Completed: 11-31-2021
	Location: Owner Name & Phone: David Christie 337-319-1849
	Value of Contract: 93 85,000 Engineer Name & Phone:
2.	Name of Project: TEX DOT RAISEN MELIAN Date Completed: 9-31-21
	Location: WEBB County Owner Name & Phone: RARE GUZMAN 956-712-7700
	Value of Contract: \$ 360,000 Engineer Name & Phone:
3.	Name of Project: TEX MEX PARK by Lot Date Completed: 12-31-20
	Location: Owner Name & Phone: WEBB CONTY
	Value of Contract: 4312,000 Engineer Name & Phone: Luis P GARCIO 956-523 4125
4.	Name of Project: TEX DOT FASTE PASS Date Completed: 9-25-20
	Location: Eagle Pass Owner Name & Phone: JERRY Avila 951 - 744-9546
	Value of Contract: \$89,000 Engineer Name & Phone:
5.	Name of Project: BORDED ALROI NORTH Date Completed: 4-30-20
	Location: North Station Owner Name & Phone: Joson Walker 210- 426-0532
	Value of Contract: 729,960 Engineer Name & Phone:
Bia	lders shall verify all References listed above are current Names and direct Phone No.
Fin	nancial Status: A confidential financial statement will be submitted by the apparent successful low Bidder if the Owner deems it necessary.

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

#### AFFIDAVIT

PROJECT: "Welch Road Culvert Improvements"

Form of Non-Collusive Affidavit

STATE OF TEXAS {} COUNTY OF WEBB {}

Sergio A ARAD: 1145 being first only sworn, deposes and says

That he is

(A Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Webb County or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

nature of

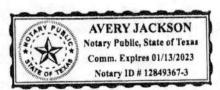
Bidder, if the Bidder is an individual Partner, if the Bidder is a Partnership Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 30

day of March

Notary Public

My Commission expires 1/13/2023



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

STATE OF TEXAS *
COUNTY OF WEBB * KNOW ALL MEN BY THESE PRESENTS:
the herein-named "Affiant", who is a resident of webs. 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: <a href="http://www.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf">http://www.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf</a>
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 concern 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 30 day of March, 2022  Signature of Affiant
Printed Name of Affiant/Company/Entity
SWORN to and subscribed before me, this 30th day of March , 2022
AVERY JACKSON Notary Public, State of Texas Comm. Expires 01/13/2023 Notary ID # 12849367-3

### PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name WEB County County.	owes no delinquent property taxes to Webb
GilMAR CONSTRUCTION LTD (Business Name)	owes no property taxes as a business in Webb County.
SERGIC AIBERTO ARADINAS (Business Owner)	owes no property taxes as a resident of Webb County.
Person who can attest to the above inform	nation
WEBB COUNTY.  The State of Texas County of Webb Before me, a Notary Public, on this day performed to me on the oath of is subscribed to the forgoing instrument apurpose and consideration therein express	and acknowledged to me that he executed the same for the seed.
Given under my hand and seal of office	this 30 th day of March 2022
Notary Public, State of Texas County of Webb	Grey Jachun
My commission expires the 13 day of	of January 2023  HVELY Jackson (Print name of Notary Public here)
	AVERY JACKSON Notary Public, State of Texas
	Comm. Expires 01/13/2023 Notary ID # 12849367-3

# 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 peen 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.)

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  ✓ Yes  ☐ No	having covered subawards under th	is transaction?			
Name of Contractor/Potential Contractor Gilman Coustauction LTD	Vendor ID No. or Social Security No.	Program No.			
Name of Authorized Representative	Title				
SERGIO AIBERTO ARADIllas	OWNER MA	NAGER			
Signature – Authorized Represent		31-27 ate			

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.

#### 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.
- 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.

D	you have o	or do you	anticipate l	naving s	ubcontractors	under	this propose	d contract?
M	Yes		1 15	15 1				

□ 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 form 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 LY	<b>c</b>	
Signature of Authorized F	and Day	3-31-20
Signature of Authorized F	Representative	Date

Printed/Typed Name and Title of
Authorized Representative

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

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor:
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
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).	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity.	
N/A	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information is being disclosed.	
WA	
Name of Officer	No. of the last of
Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or life other than investment income, from the vendor?  Yes  No  B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable in local governmental entity?  Yes  No	kely to receive taxable income,
Describe each employment or business relationship that the vendor named in Section 1 months other business entity with respect to which the local government officer serves as an of ownership interest of one percent or more.  Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B).	of the officer one or more gifts
Signature of vendor doing business with the governmental entity	ate



### **BID BOND**

principal, hereinafter called the "F Suite 1100, Houston, Tx 77056,	RESENTS, that we Gilmar Construction, Ltd.  Principal," and SURETEC INSURANCE COMPANY, 1330 Post Oak Boulevard, as surety, hereinafter called the "Surety," are held and firmly bound unto
the Amount Bid by Principal for	t as obligee, not the sum of Five Percent of the Greatest Amount Bid Percent (5% GAB) of the payment of which sum well and truly to be made, the said Principal and the heirs, executors, administrators, successors and assigns, jointly and severally,
WHEREAS, the principal has su ITB 2022-011, Welch Road Culvert In	
specified in the bid, enter into a c Contract, if the Principal shall pa amount specified in said bid and	ract be timely awarded to the Principal and the Principal shall within such time as contract in writing or, in the event of the failure of the Principal to enter into such y to the Obligee the difference not to exceed the penalty hereof between the such larger amount for which the Obligee may in good faith contract with another d by said bid, then this obligation shall be null and void, otherwise to remain in full
of the final contract shall furnish	r Principal nor Surety shall be bound hereunder unless Obligee prior to execution evidence of financing in a manner and form acceptable to Principal and Surety that tted to cover the entire cost of the project.
SIGNED, sealed and dated to	nis 31st day of March , 2022.
	Gilmar Construction, Ltd. (Principal)
	BY: Supero ( Cuediles
	SureTec Insurance Company
	BY: Janobaka Rozer Attorney-in-Fact

# SureTec Insurance Company

#### LIMITED POWER OF ATTORNEY

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

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

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

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

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

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

behalf of the Company subject to the following provisions:

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

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

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



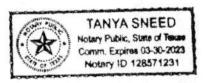
SURETEC INSURANCE COMPANY

Michael C. Keimig, President

State of Texas County of Harris

ounty of Harris

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



Tanya Sneed, Notary Public

My commission expires March 30, 2023

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

Given under my hand and the seal of said Company at Houston. Texas this

1st day

March

2022 , A.D.

M. Brent Beaty, Assistant Secretary

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

## **SureTec Insurance Company**

# IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

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

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

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

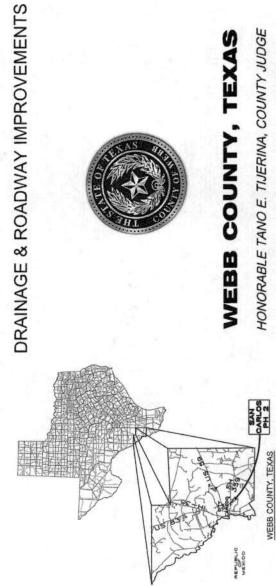
PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Texas Rider 8/2019



# CONSTRUCTION PLANS

# CULVERT IMPROVEMENTS WELCH ROAD





# WEBB COUNTY, TEXAS

HONORABLE TANO E. TIJERINA, COUNTY JUDGE

# WEBB COUNTY COMMISSIONERS

JESSE GONZALEZPRECINCT 1	ROSAURA "WAWI" TIJERINAPRECINCT 2	JOHN GALOPRECINCT 3	CINDY LIENDO PRECINCT 4
Ä	8	9	5



CONTROL & CONSTRUCTION SEQUENCE PLAN CONTROL PLAN STANDARD DETAIL

TRAFFIC CONTROL

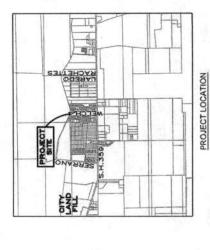
EXISTING CONCRETE & PAVEMENT REMOVAL PLAN WATER MAIN RELOCATION PLAN & PROFILE

ROADWAY PLAN & PROFILE

BASIS OF ESTIMATE & GENERAL NOTES PROJECT LOCATION MAP
CULIVERT PLAN & PROFILE
CULIVERT RIPRAP GRADE PLAN

INDEX OF SHEETS

DESCRIPTION ITLE SHEET CULVERT STANDARD DETAILS
GUARDRAIL STANDARD DETAILS
FENCING AND EROSION CONTROL STANDARD DETAILS
BARRICADES & CONSTRUCTION STANDARD DETAILS





# WEBB COUNTY APPROVAL:



# BASIS OF ESTIMATE

MEN	DESCRIPTION	CHANTITY	CINIT
	DRAINAGE		
310.1	10'x5' Concrete Box Culvert (Precast)	164	4
310.2	PW Parallel Wingwalls (Hw=7")	2	EA
318	Channel Excavation & Embankment	120	ζ
	SITE	1	
402.1	Clearing & Grubbing	0.5	AC
402.2	Existing Concrete, Pavement & Pipe Remove & Dispose	1	rs
408	Reinforced Concrete Riprap (5" Thick) w/Toewls & Blks	6,000	SF
424	Remove & Replace Barb-Wire Fence, 5-Strand (Type C)	70	F
	STREET		
502.1	Street Excavation (Unclassified)(Density Control)	120	ć
502.2	Street Embankment (Density Control)	120	CY
502.3	Subgrade Preparation	710	SY
510	8" Flexible Caliche Base (Compacted)	710	>s
516	Prime Coat (MC-30)	670	SY
520	1.5" Thick Hot Mix Asphalt Pavement (Type D Surface)	670	SY
	ENVIRONMENTAL		
602	Rock Berm (Type 3)	55	4
	TRAFFIC MANAGEMENT		
708.1	Metal/Timber Post Guard Fence	400	H.
708.2	Guard Fence Downstream Anchor Terminal	2	EA
708.3	Guard Fence End Treatment	2	EA
712	Traffic Control, Regulation, Barricades & Detours	-	rs
	WATER		
104	8" PVC C-900, DR-14 Water Main (Restrained)	16	4
116	Interconnection to Existing Water Main (8")	N	EA
120	Concrete Encasement, Cradles & Saddles	10	CY
130	Ductile Iron Mecanical Joint Fittings (8" Bend)(Restrand)	7	EA

# GENERAL NOTES

R TO CONSTRUCTION, THE CONTRACTOR SHALL ENSURE THAT THE NOTICE OF INTENT (NO) HAS BEEN FILED AND POSTED OWSTR.

TRACTOR SHALL INSTALL STORM WATER POLUTION PREVENTION CONTROLS PRIOR TO ANY STE PREPARATION WORK (DEMOLITION, EXCANATION II, ETC.)

CONTRACTOR SHALL BE RESPONSBLE FOR THE DEMOLTION AND THE PROPER REMOVAL/DISPOSAL OF SURPLUS EXCAVATED AND/OR THE DEMONSTRAM AND ALL ABOVE GROUND TEXES WICLIOMS BUT NOT LANTED TO PENCEY, IRRICATION HARDWARE, TREES, TRASH AND

CHOCKER SALL CONTACT ALL UTILITY COMPANYS TO LOCKER THE EXPENSION FACULTES. CONTROCTION IN SECROPLESE FOR CONDOMINAL LIGHT COMPANES RECARDING RELOCAL DESIGNS SERVICE SERVES. FOR SECONDACT SERVES SERVES OF OR DECONNECTED, AND ALL POSSEN CALL DESIGNS SERVES OF OR DECONNECTED, AND ALL POSSEN OR PERSONNEL. THE CONTRACTOR SHALL BUSINE THAT IN PROMISE THAT SERVES OF DECONNECTED, AND ALL POSSEN OR PERSONNEL. THE CONTRACTOR SHALL BUSINE THAT IN PROPERTY OF THE PROPE

ONSTRUCTION OF PARRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEINED AND THOROLOGY, REVIEWED ALL PLANS AND OTHER VIS APPROVED BY ALL THE PERMITING AUTHORITIES.

SESSARY REMOVES, SUFFICIENT LARS, SIGNS, AND OTHER REAPS, COURDOL WETHOUS AS MAY BE NECESSARY FOR THE PROFICED OF THE PROFILED BY THE COMPACTOR W ACCORDINGER, WITH THE MANUAL ON UNFORM CONTROL DEVICES AND MED ALL ALL TIMES (SHI HUBBY SER DAY) DUMBNO THE CONTROL DEVICES AND

UTILITY CONTRACTOR TO RESONDERE, TOR PROTECTING DISTING FACULTIES FROW JOHANG AND COST TO REPLIE EXSTING FACULTIES AND MARCHS AS A SECT, OF THE CONTRACTORS WHEN ANY EXISTING HARBORT, CORRES, DREAMS, SIGKENAS, SIGKENAS, WILLS, FENEZ, PRICINES, REZ, SECT, AMANDED OF REMOVED HALL BE REPAIRED OF THE COMPLECTOR AT MISS SIGE EXPENSE.

24. RE RECYDENCIDE MAY BEGUERED TO NEXTLAL AM-PROPRODE STRONG SAROLE, DAN BALL MAKE AND PERFERCED ON ALTERNAL THEORIEM STRUMON STRONG THE PROPOSED WATER MAINTY TOWN TREPORTED ARE RELIEST AND SAMPHING THOSE OF THE TESTED AND STRUMON STRUMON TOWN THE THE DEPORT AND SAMPHING THOSE THESE THESE WHICH WILL BE CONDIGINED SUBSEMARY TO THE SAMPHING SAMPHING TOWN TOWN TOWN COMMETTE.

25 WARS SHALL BE WINDSCHILLELL, TO CONDUCT BY THE YORK AND WARE AT LEASE WHICH THE WAS SHALL BE WINDSCHILLELY TO CONDUCT BY THE FLOWER OF TESTING FOR CHILD FACE AT LEASE WHITE FLOWER OF TESTING FOR CHILD FACE AT SHALL BE WINDSCHILLED FOR THE CASCIOLATED WHITE WARE WESTERN FOR SHALL BE CHILD FOR THE CASCIOLATED WHITE WAS CHILD FOR THE CONTRACT FOR THE CASCIOLATED WHITE WAS CHILD FOR THE CONTRACT FOR THE CASCIOLATED WHITE WAS COST IN THE ASSOCIATED WATER MAIN WINDS FOR COST IN THE ASSOCIATED WATER MAIN THE WINDSCHILL FOR THE WAY CHILD FOR THE CONTRACT FOR THE FOR THE CONTRACT FOR

23. CONTRACTOR SHALL NOT CLOSE OR OPEN ANY GATE VALVES WITHOUT THE APPROVAL OF LAREDO WATER UTLINES DEPT.

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TRACTOR SHALL MICLIOF IN HIS BIO THE REQUIRED ADAISTMENT OF ALL VALVES, VALVE, COVERS, MANHOLE LIDS, FIRE HTBRANTS, ITS, AND ANY OTHER HISC. LITLITY ITEM INFETHER SHOWN ON THESE PLANS OR NOT.

LOCATION OF ALL ENSTRUCTURIES SHOWN ON THE THESE PLANS IS APPROBABLE FOR MICH AS RESEDUCION MALKER ERGOROMI THIND AND MAY NOT MATCH LOCATIONS AND/OR DEPTHS ENGOWERED IN THE FORD THE COMPILECTOR SHALL CONTRICT RACH MANUFACTOR SHALL CONTRICT RACH MANUFACTOR SHALL CONTRICT RACH MANUFACTOR SHALL CONTRICT ON THE CONTRICT RACH MANUFACTOR SHALL MANUFA

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TO QUANG THE EXECUTION OF THE WORK UTMOST CARE SHALL BIT EXERCISE TO PREVENT DAMAGE TO ANY UTILITIES. STRUCTURES OR ARCHIVES, THE CONTRICTOR SHALL BE RESPONDED FOR A CONTROL AND ADDRESSION OF LOURSE ON THE WASHINGTON STRUCTURES, ANY DAMAGE TO EXASTING LITILITIES OF MICHOLINES, ANY DAMAGE TO EXASTING LITILITIES OF MICHOLINES, ANY DAMAGE TO EXASTING LITILITIES OF MICHOLINES AND ARCHIVED WHY THE WORK, LOURSE WHO WILL LITILITIES OF MICHOLINES AND ARCHIVED WHY THE WORK, LOURSE WHO WILL DAVIDED SHALL CONTROL ON THE THE MICHOLINES.

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12. SOLL BORES HAVE NOT REEN PRILLED FOR THIS PROCECT, IT IS DIE CONTINACTOR'S RESPONDING TO RESEARCH, AND VERRY RROW IT DIRECUMENT IN RESEARCH AND VERRY FROM THE ARMOUNDAL EN MADE FOR COSTS ASSIGNATED WITH GRANING SUCH INFORMATION. THEY WILL BE NO AUGUSTURAL PARKET FOR FOR PLOCATE BANK OF PLOCAMITIENT. OF PLOCAMITIENT OF THE STANDARD SUCH INFORMATION OF RESPONDING FOR THE PROCESS. LI COMPACTOR SHALL COORDINATE PROJECT CONSTRUCTION TESTING WITH THE COUNTY INSPECTOR. ALL FALED TESTS SHALL BE PAID FOR BY I CONTRACTOR.

14. CONTRACTOR SHALL ADJUST AND/OR SAW-CUT EXISTING PAVENENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE

18. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE RIGHT-OF-WAY WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTIVE WAS FROM AREAS STROMA MEAST STOMAN AREAS STROMA MEAST STOM AND OTHER MATERIAL SUPPRODUKTIVES. THE CONTRACTOR, AT INC. EXPENSED, SHALL RESTORE TO ANY MEAST SUSTRIBED AS A RESULT OF HIS OPPOSENT TOWN TO A COUNTRACT AS COORD AS, OR BETTER THAN, THAT PRESENT PRIOR TO SCONTRACT, EXISTING STREET SIGNS SMALL RESET AS REQUIRED — NO SEP, PAY.

IS, RICHT-OF-WAY LINES SHOWN ARE SCIELY FOR REPRESENTATION. THESE PLANS DO NOT ATRIAPT TO REESTABLISH OR COMPINA ANY PROPERTY OR EASTMENT LINES. 17. OPS COORDINATES (ALD B.S. TEXAS STATE PLANE 4205, SOUTH ZONE) TOR FITTINGS, WLIES, ETC LISTED MI THE PLANS ARE PROVINCED FOR GORRELL LOCATINE PROVINCESS DILLY. FIRML, POSITION MAY BE ADAISTED NI THE FIELD BY THE ENGINEER AND/DR DIT INSPECTIOR TO ACCOMMUNATE SPECIFIC FIELD COMMUNISM. IS, IF ANY DIERMED OF UNDERGROUND CLECTRICAL UNES REED TO BE DE-DERGOZZO, THE CONTRACTOR SYALL CALL THE POWER COMPANY TO THIS WAY, ANY COST SOCIATED WITH DE-DERGOZNO. THE STAND/OF ANY DITER PROTECTIVE MEASURES RECORDED SHALL BE THE CONTRACTOR'S ZEPONE.

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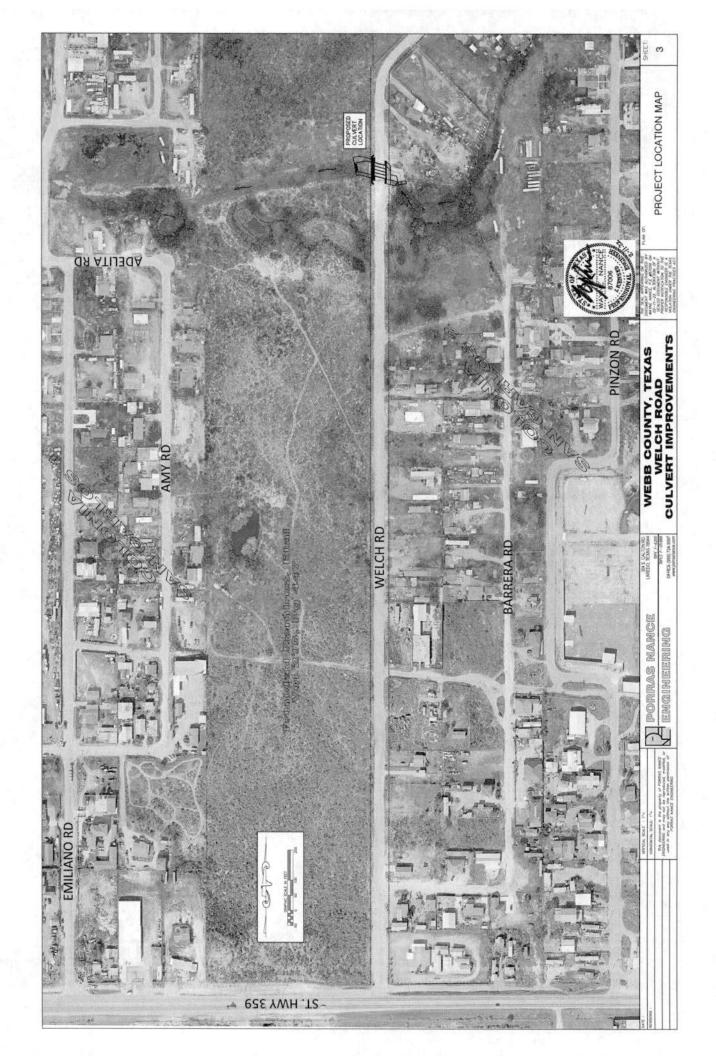
GENERAL NOTES

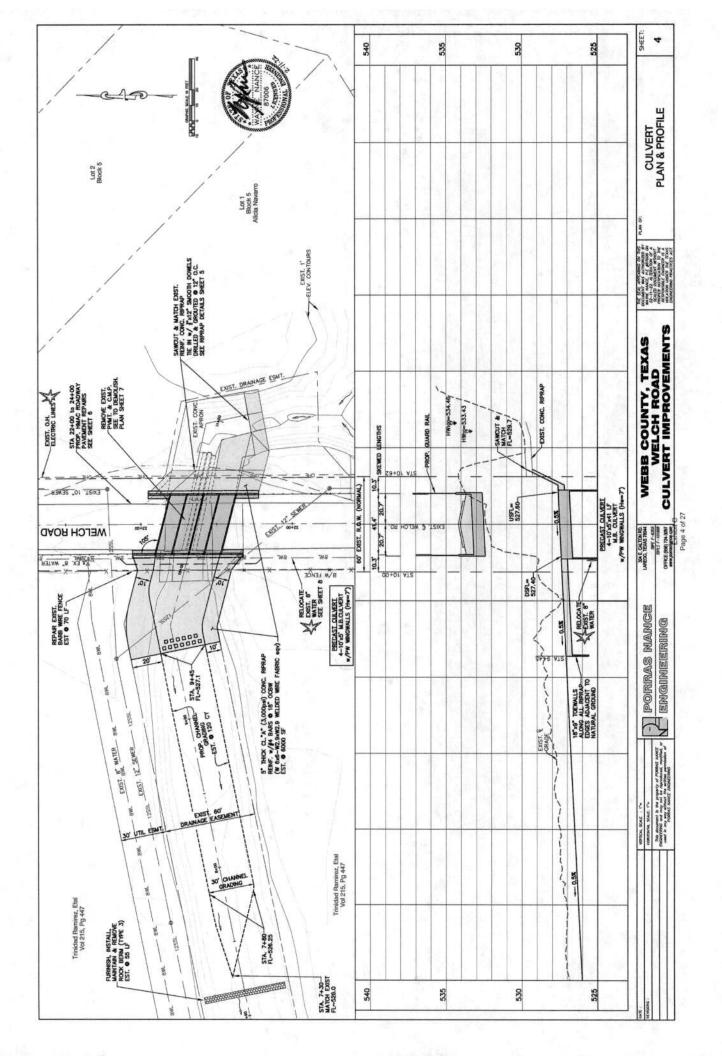


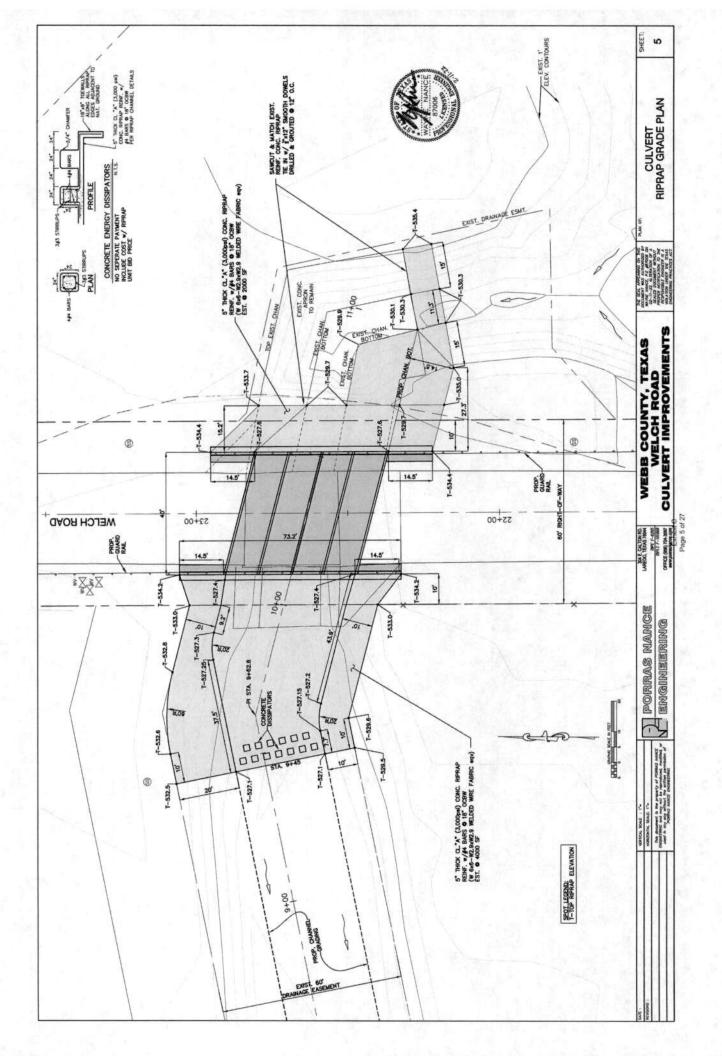


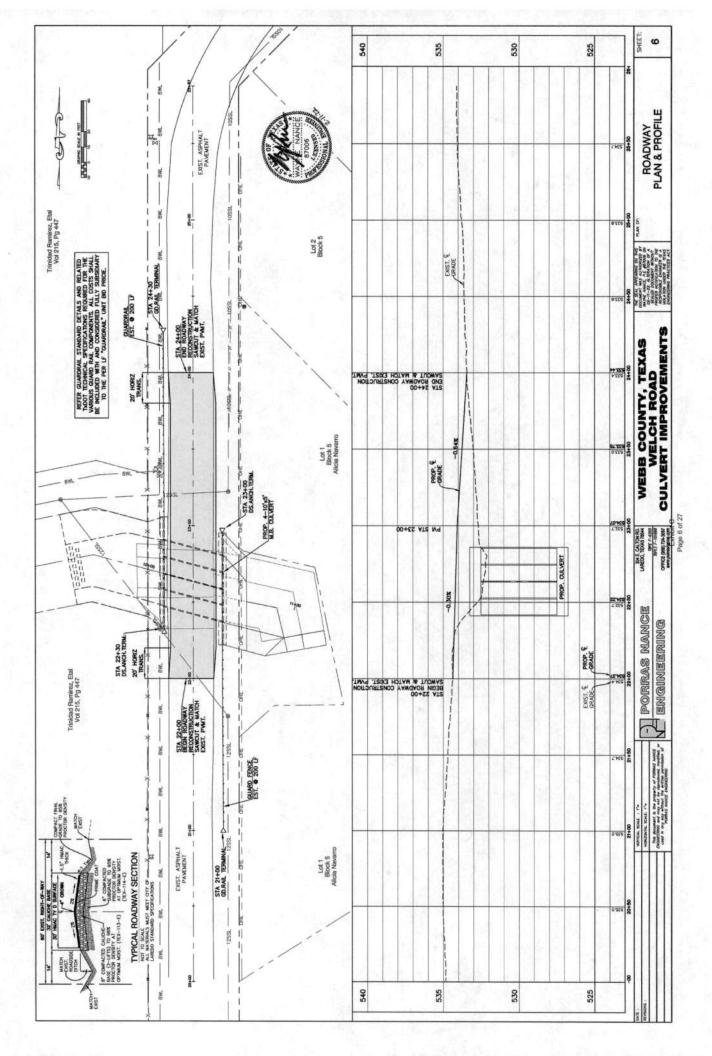
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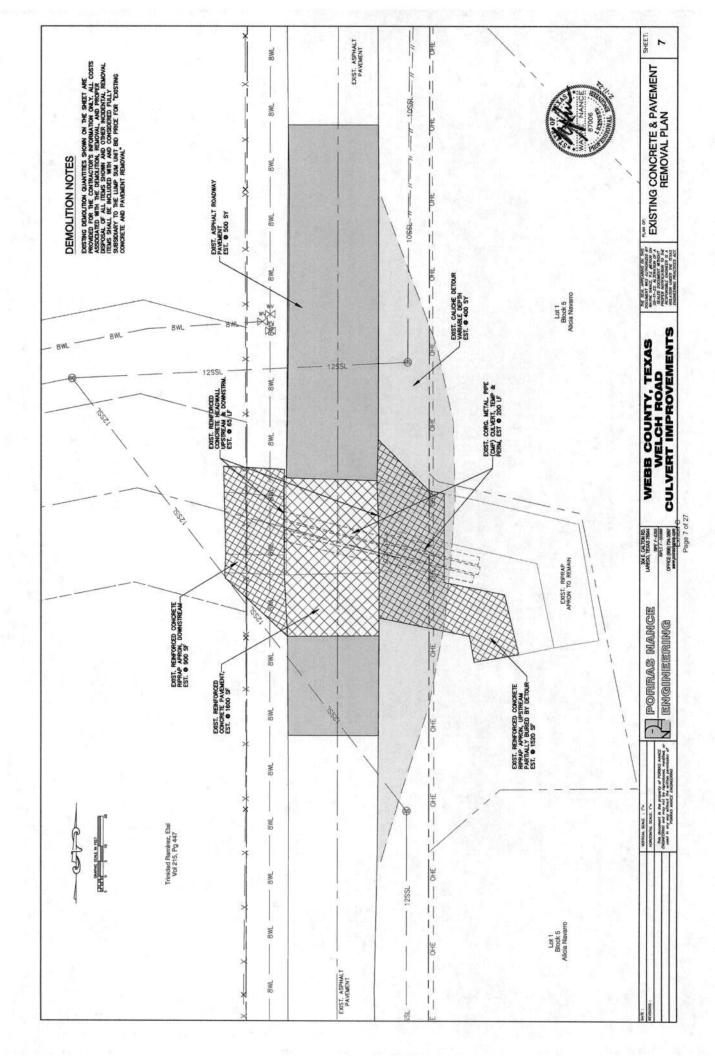
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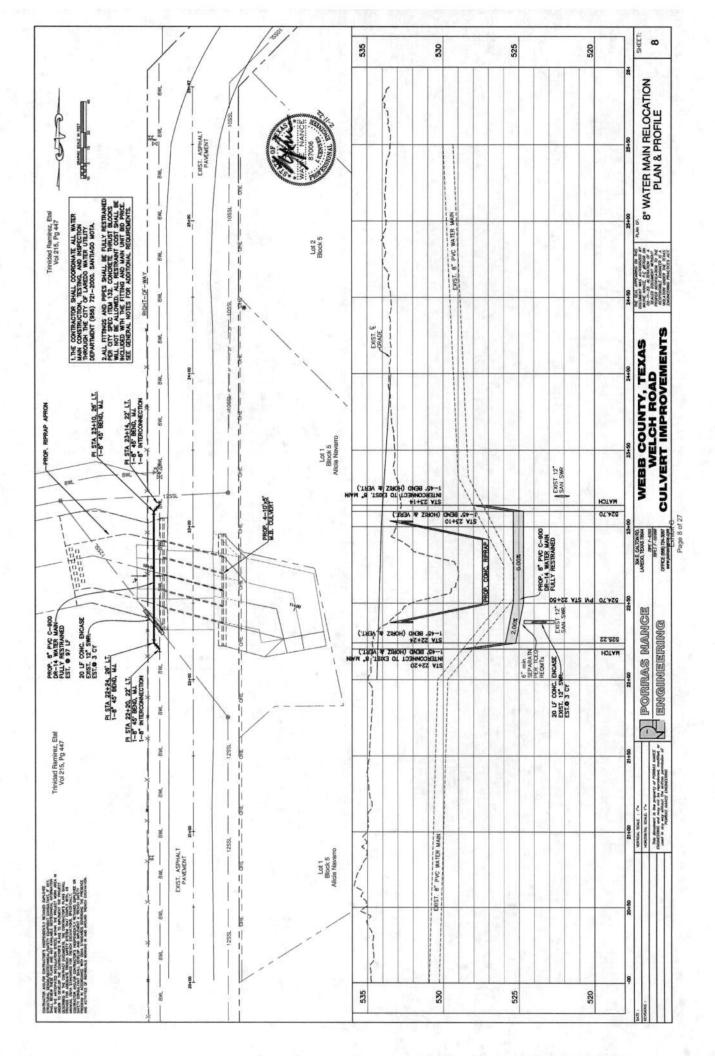


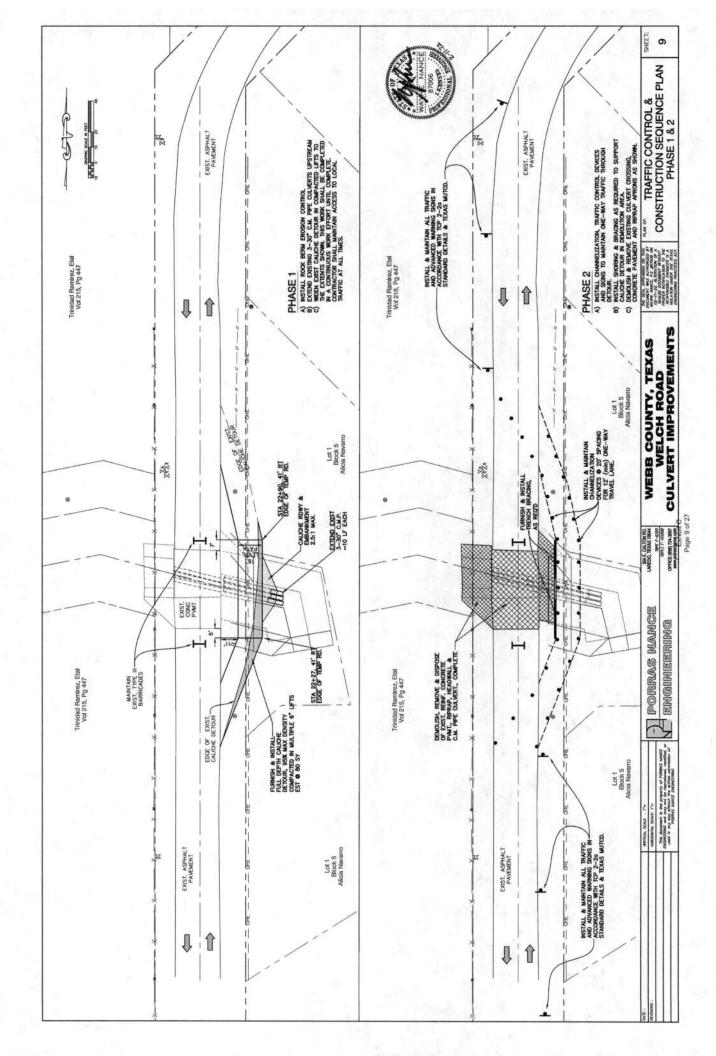


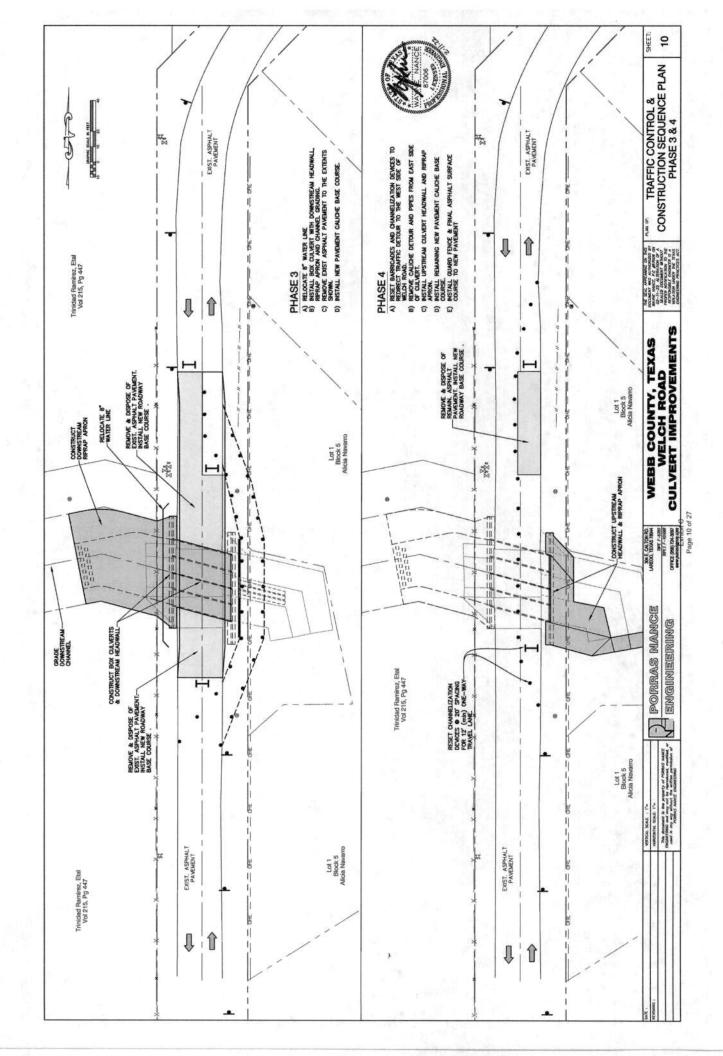


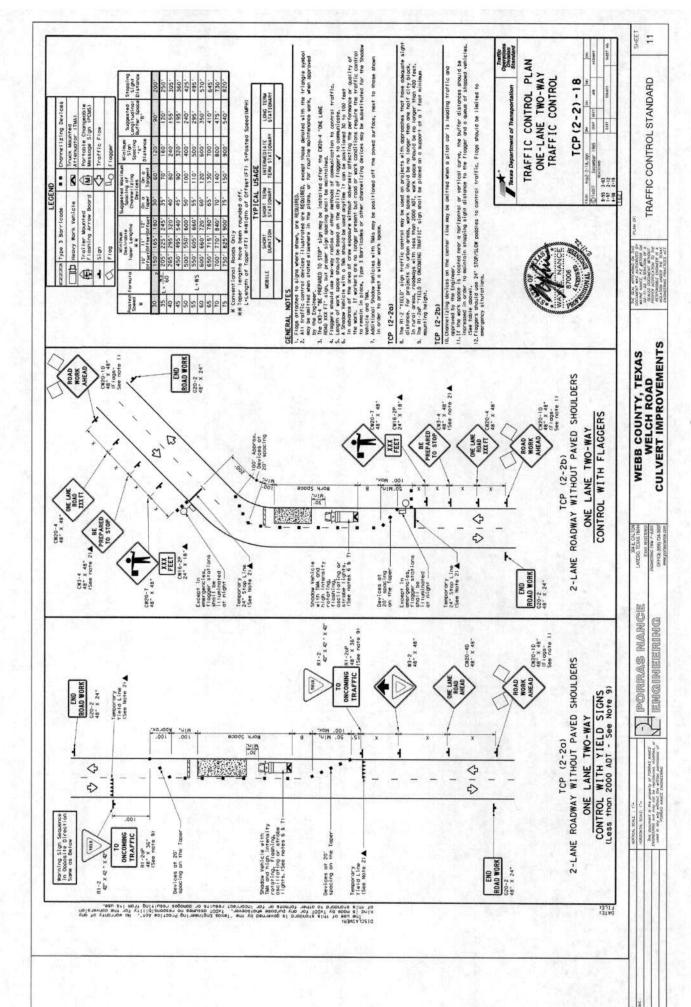


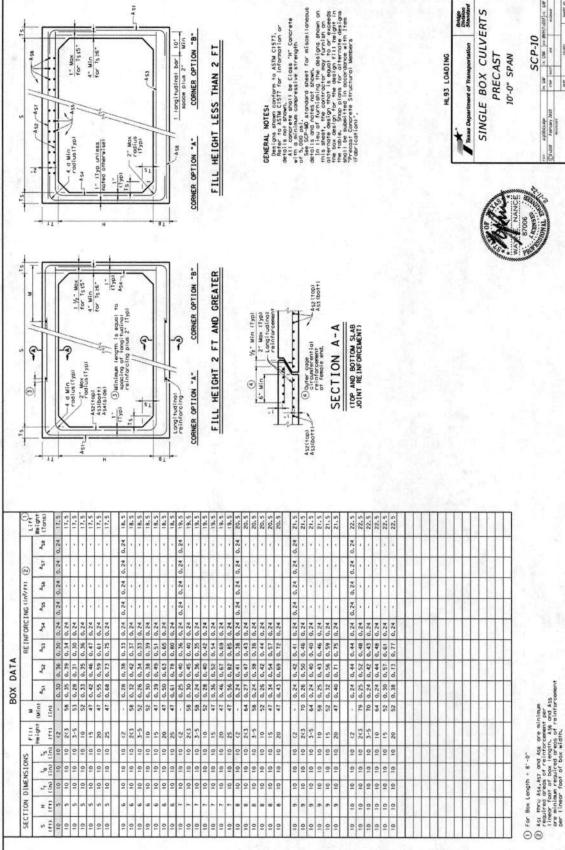












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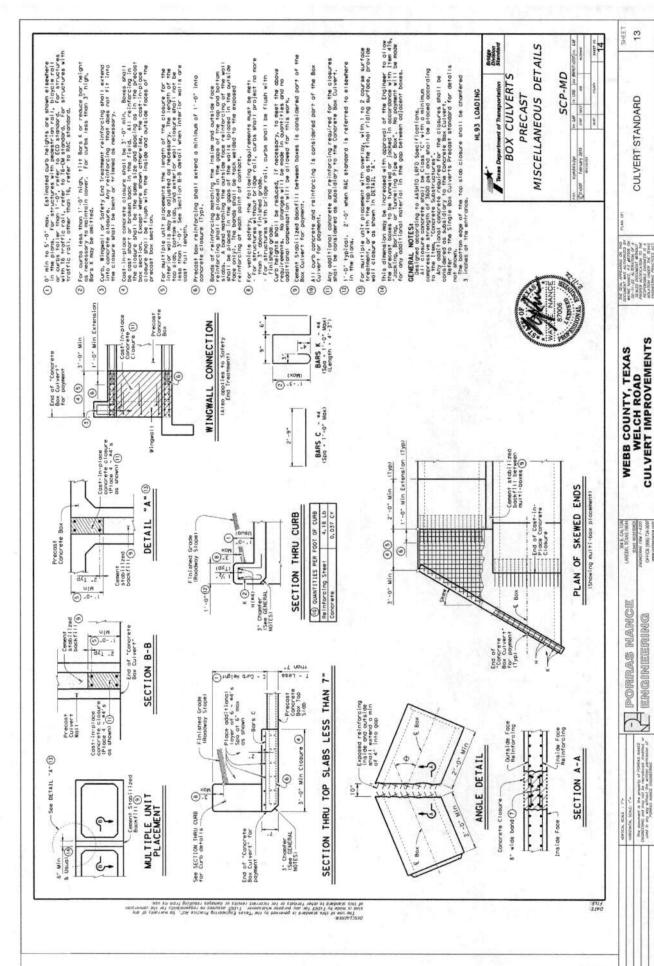
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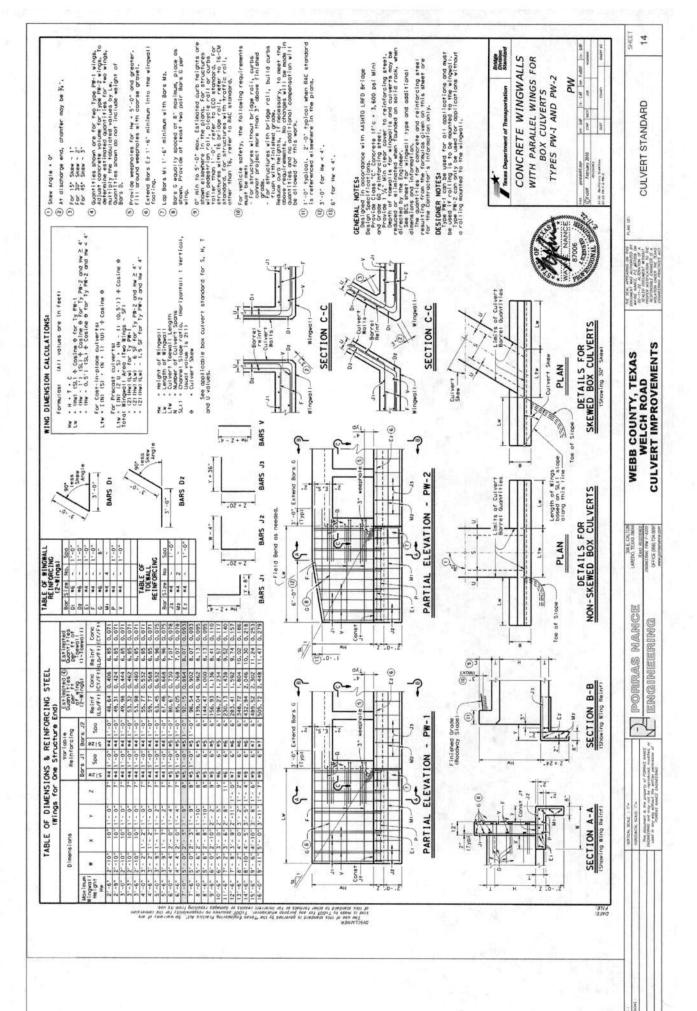
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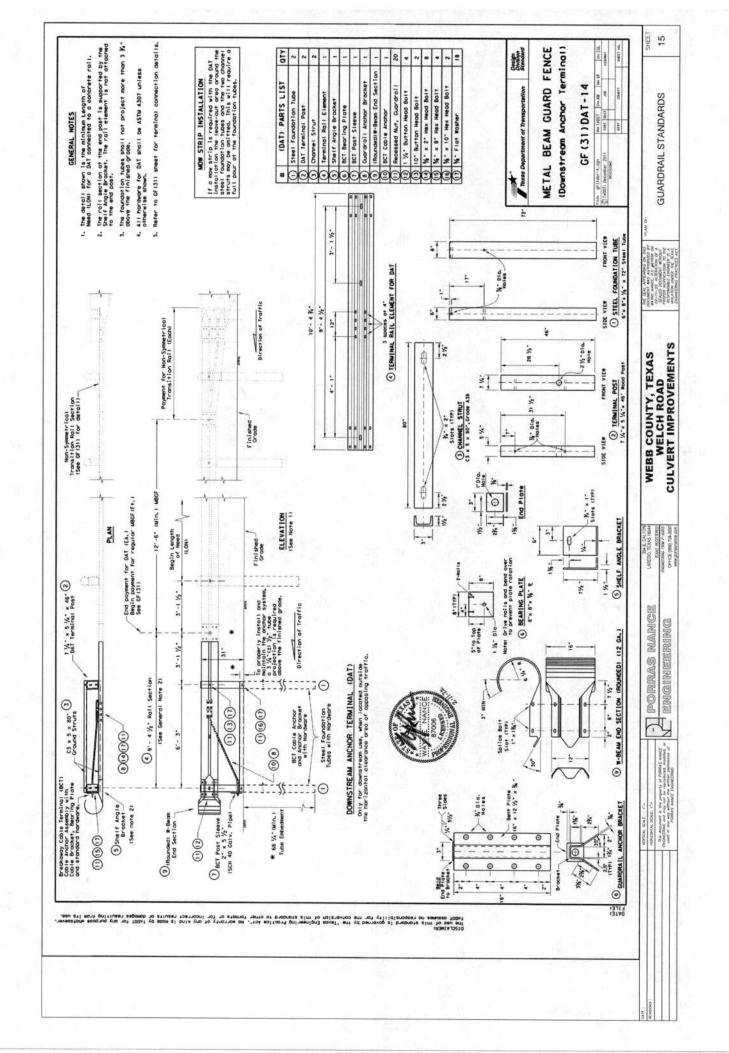
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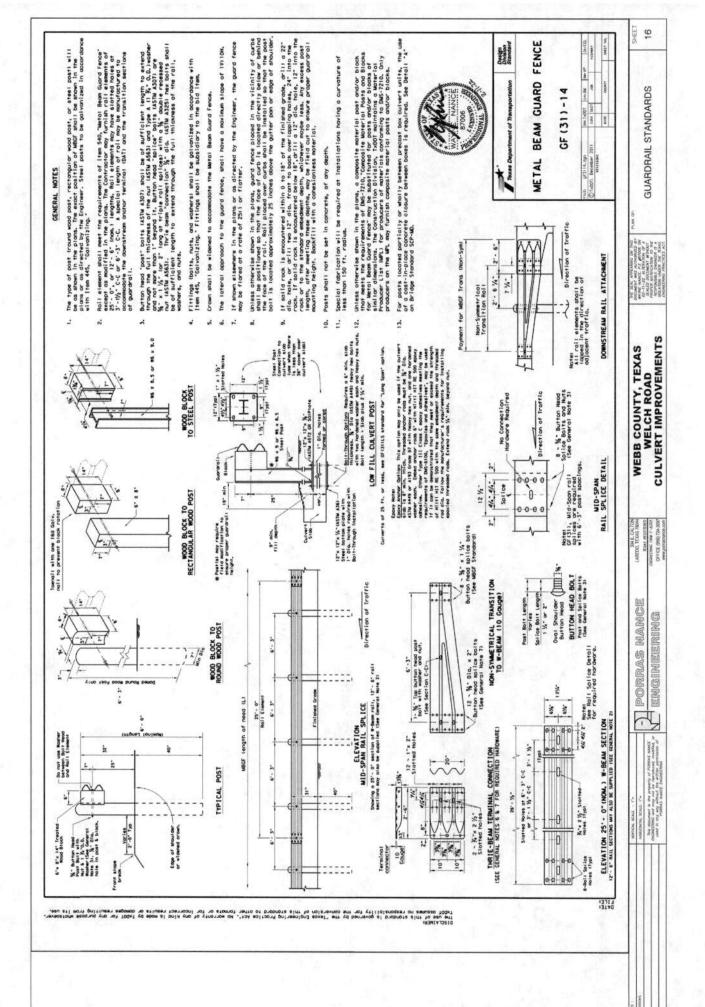
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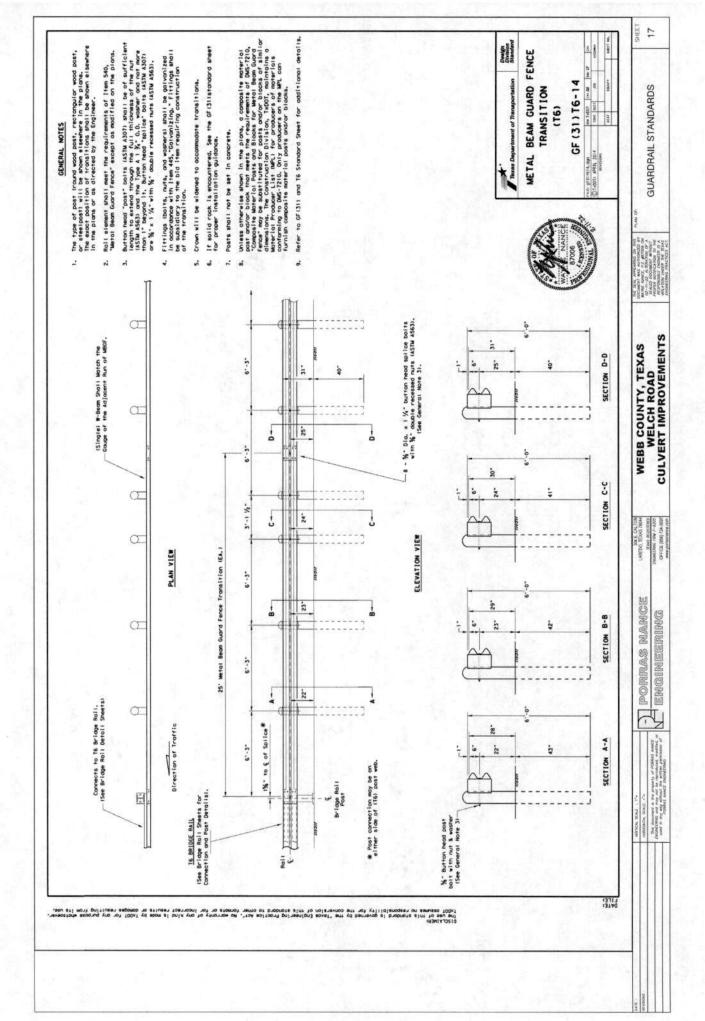
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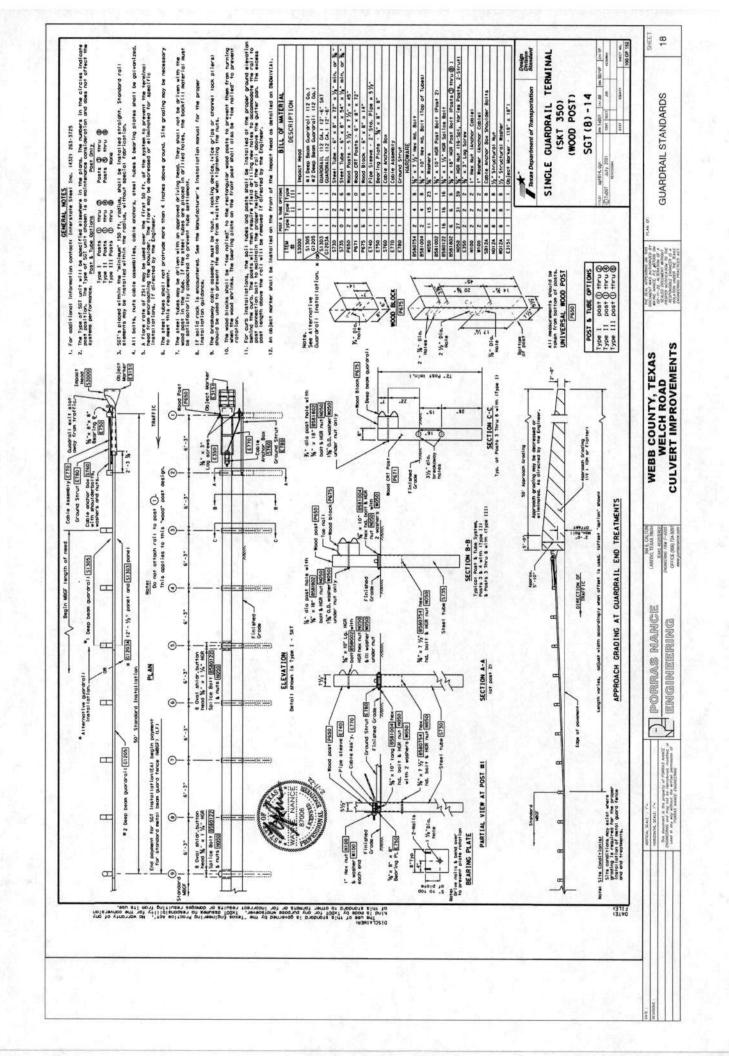


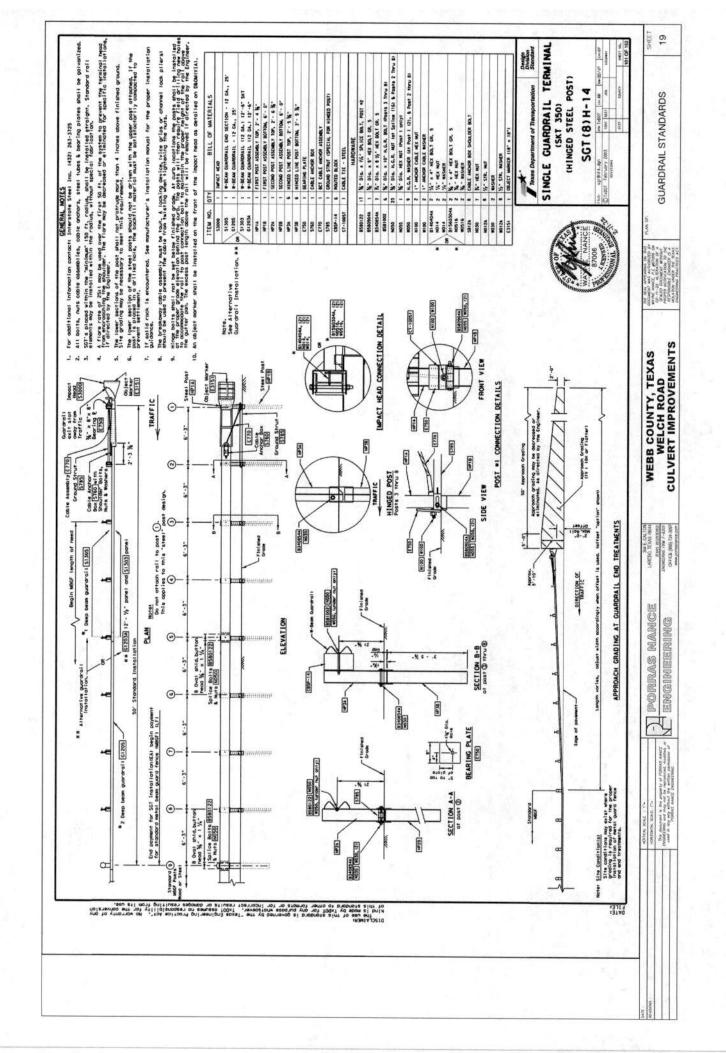


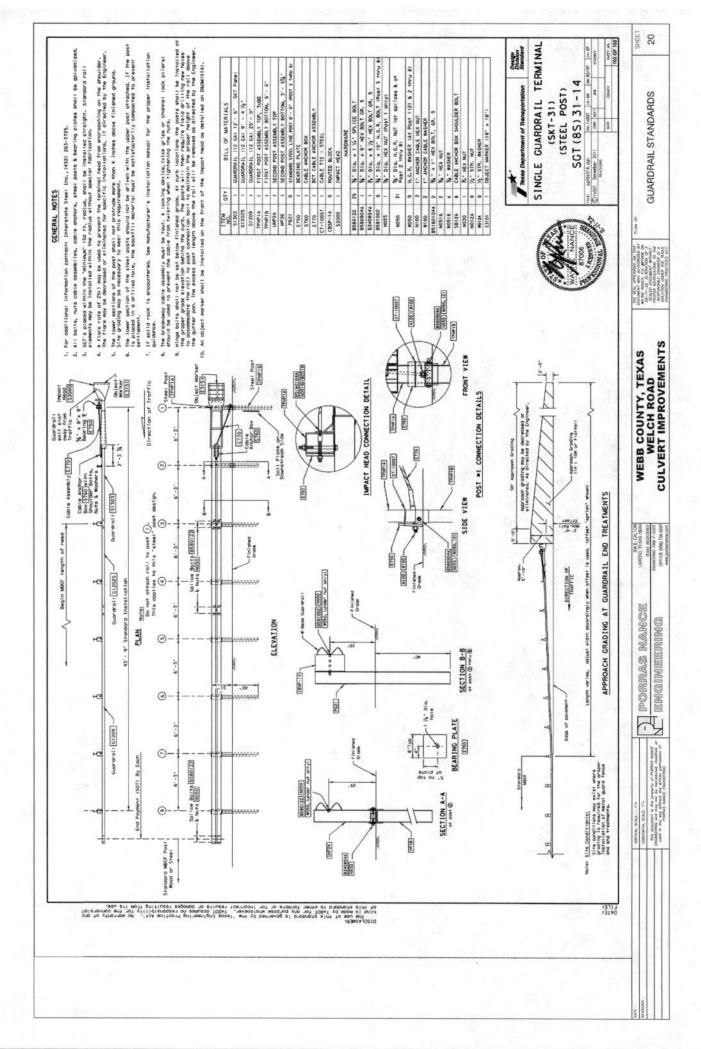


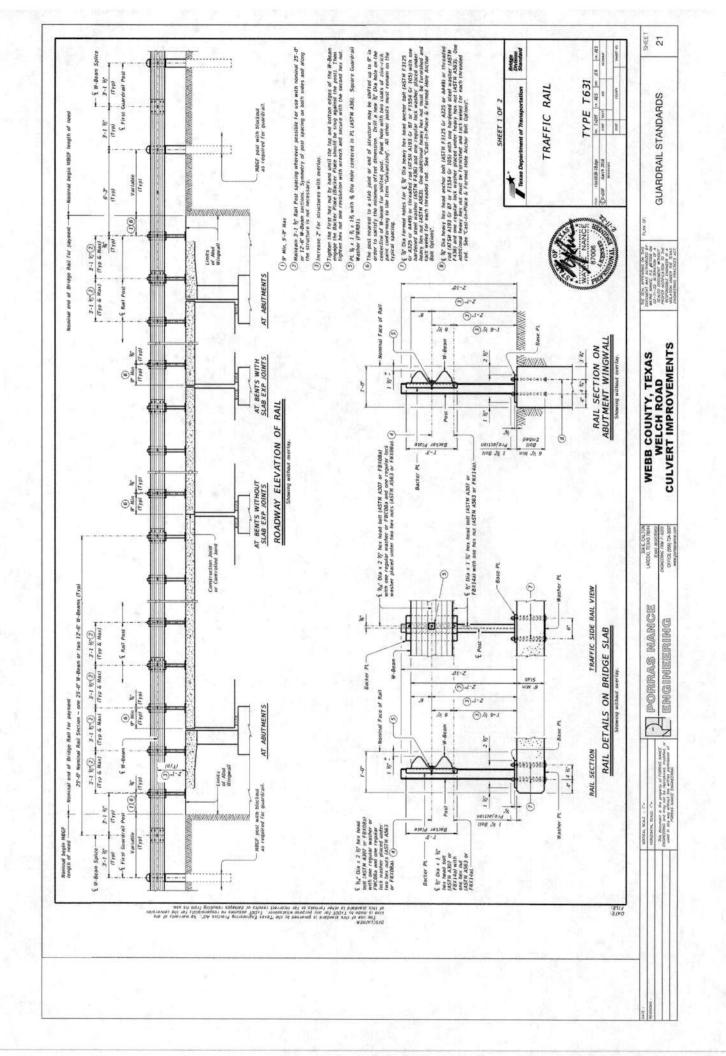


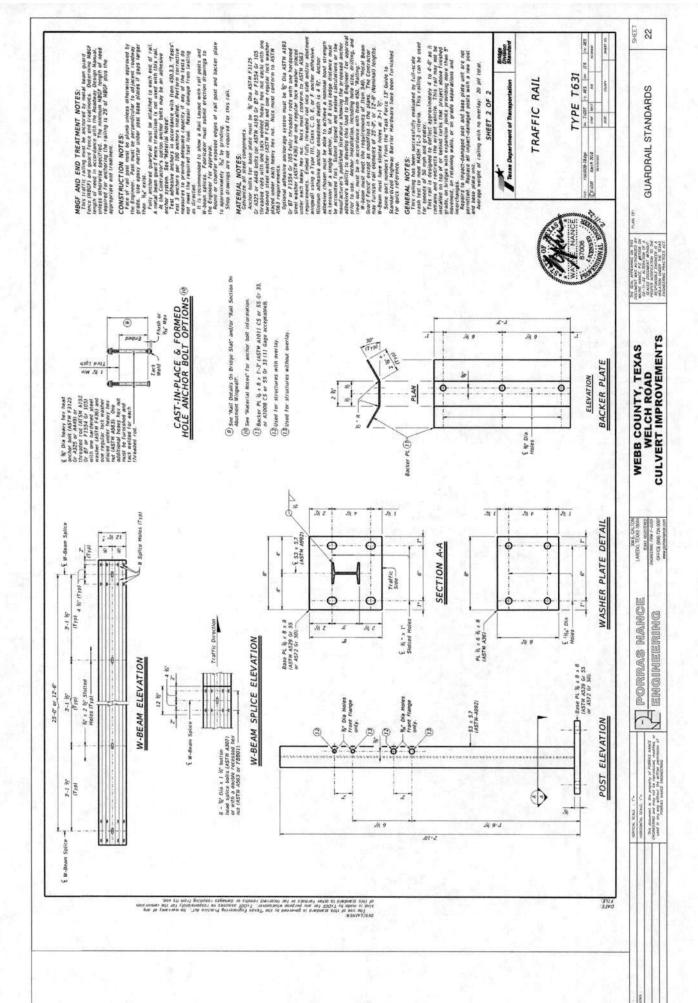


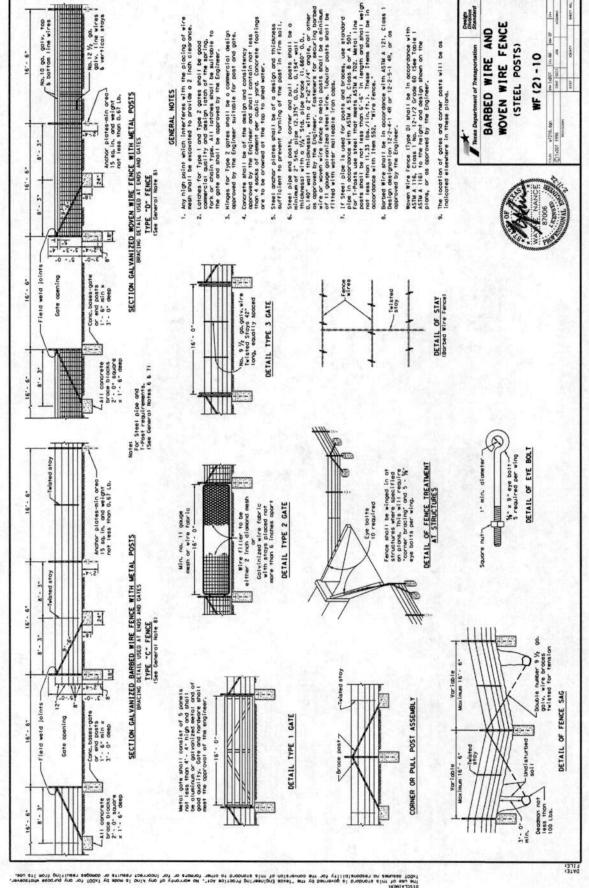










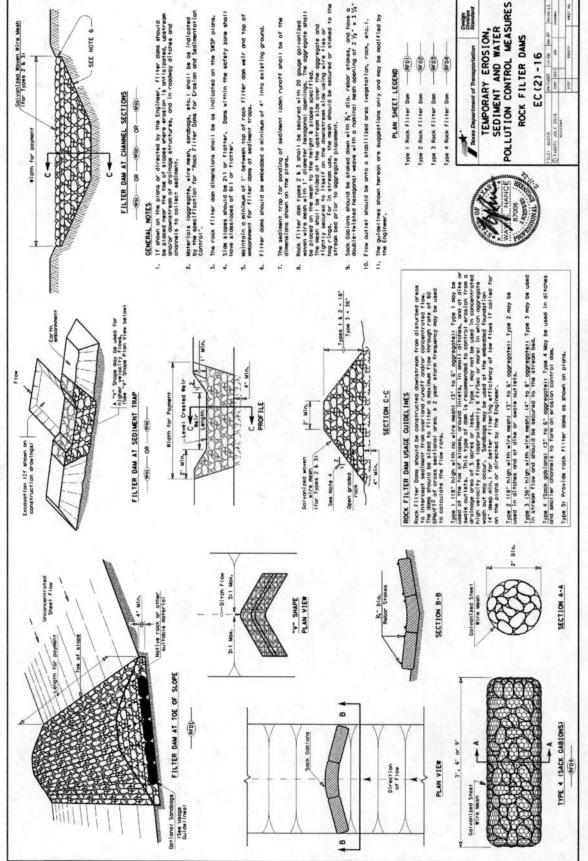


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FENCE STANDARDS

WEBB COUNTY, TEXAS
WELCH ROAD
CULVERT IMPROVEMENTS

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24

**EROSION CONTROL STANDARD** 

WEBB COUNTY, TEXAS
WELCH ROAD
CULVERT IMPROVEMENTS

- PORRAS NANCE

ENGINEERING

