

MARGIE R IBARRA  
COUNTY CLERK  
FILED

2023 FEB 10 PM 3:52

WEBB COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF WEBB §

KNOW ALL MEN BY THESE PRESENTS:

**Construction Contract**  
**Mangana Hein Road Extension Project**

BY All 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 Anderson Columbia Co., Inc. (hereinafter “Contractor”).

**WHEREAS** at the Webb County Commissioner’s Court Meeting held on October 3, 2022, the Court, pursuant to Webb County’s Invitation to Bid (I.T.B.) 2022-015 entitled “**Mangana Hein Road Extension Project**”, and Contractor’s responsive bid proposal, attached hereto as Exhibit “A”, awarded this Project to Anderson Columbia Co., Inc..

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:** The project consists of constructing one (1) mile of new road for Mangana Hein Road from its current paved terminus for heavier loaded oil field trucks. The proposed roadway will consist of a 32’ pavement from edge to edge, including 2 – 12’ lanes and 2-4’ shoulders with drainage swales on both sides. Drainage improvements include replacement of three (3) drainage crossings and as set forth in the plans and specifications set forth herein. The work includes constructing a road with drainage, and all appurtenances and all incidentals as required by the construction documents, including all labor, materials, and all incidentals, including all labor and materials as shown and required by the construction documents.
- 2. PREMISES DEFINED:** The project lies within the 5-mile Extra Territorial Jurisdiction (ETJ) of the City of Laredo and starts approximately five (5) miles southeast past Cuatro Vientos Road and Mangana Hein Road intersection.
- 3. SCOPE OF WORK:** 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. CONTRACT SUM:** In exchange for Contractor’s performance of services under this Agreement, Owner shall pay Contractor the following amount(s): **Two Million Two Hundred Thirty-Five Thousand Seven Hundred Seventy Dollars (\$2,235,770.00)**. Any and all payments/disbursements by Webb County shall be made payable to contractor based on a 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. **NOTICES/CONTACT PERSONS:** Any notice or communication required or permitted to 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: Anderson Columbia Co., Inc.  
2210 VO Tech Drive  
Weslaco, TX 78596-9024  
Phone: (956) 969-4614  
[Mary.Hernandez@andersoncolumbia.com](mailto:Mary.Hernandez@andersoncolumbia.com)

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

10. **DATE OF COMMENCEMENT:** Contractor shall begin construction within **SEVEN (7) CALENDAR DAYS** of being issued a Notice to Proceed from the County.
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 Section 3. 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.
12. **DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES:** The date of final completion of this construction project shall be **ONE HUNDRED TWENTY (120) 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 B-1 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 **CONTINUOUSLY PURSUE AND COMPLETE THE WORK** within **ONE HUNDRED TWENTY (120) CALENDAR DAYS** from the date set forth in the Notice to Proceed (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 Eight hundred fifty dollars (\$850.00) per day for each consecutive calendar day there-in-after the date of Substantial Completion and after the date of Final Completion.

16. **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 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. **PAYMENT AND PERFORMANCE BONDS:** **\*\*\*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 Webb County 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 PRE-CONSTRUCTION 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. **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.
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), 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. **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.
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. **OWNER'S RIGHT TO TERMINATE.** Owner may terminate this 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 notice of termination.
27. **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.
28. **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.
29. **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.
30. **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 attached hereto as **Exhibit "A"**.
  2. Construction/Plans/Drawings **Exhibit "B"**.
  3. Webb County's General Conditions, **Exhibit "C"**.
  4. Payment Bond - See sample form: (To be provided by Contractor Prior to Issuance of Notice to Proceed). (See Section 14\*\*), **"Exhibit D"**.
  5. Performance Bond – See sample form: (To be provided by Contractor Prior to Issuance of Notice to Proceed). (See Section 14\*\*), **"Exhibit E"**.

6. Webb County's Notice to Proceed Letter - See sample form "Exhibit F".
31. **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.
32. **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 Contractor 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.
33. **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.
34. **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.
35. **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.
36. **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.

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

38. **ADDITIONAL PROVISIONS**:

- a. **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.
- 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. **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**.
- e. **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.
- 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. **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.
- h. **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.


- i. **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.
- j. **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 the dates set forth below.


**[Remainder of Page Intentionally Left Blank – Signature Page to Follow]**

**WEBB COUNTY**


  
Tano E. Tijerina  
Webb County Judge

Date: February 9, 2023

**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).

**CONTRACTOR**

ANDERSON COLUMBIA CO., INC.

  
Berry O'Brian  
Vice President

Date: February 8, 2023

County of Webb

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Addendum Date: September 13, 2022

BID DOCUMENT NUMBER ITB 2022-015

“Mangana Hein Road Extension Project”

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

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

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

- **A pre-bid zoom meeting will be held on Tuesday September 20, 2022 at 10am.**

Join Zoom Meeting

<https://us02web.zoom.us/j/87654176588?pwd=di9DaXINLzB0L2Q4aVovd3RtaXRoQT09>

Meeting ID: 876 5417 6588

Passcode: 394560

One tap mobile

+13462487799,,87654176588# US (Houston)

+12532158782,,87654176588# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 386 347 5053 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC) Meeting ID: 876 5417 6588 Find your local number:

<https://us02web.zoom.us/j/kxNjtZ3zV>


Addendum No. 1 - Page 1 of 2

- “MANGANA-HEIN ROAD EXTENTION CONSTRUCTION PLANS” has been added under the “Attachments” tab.

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

Company Name Anderson Columbia Co., Inc.

Contact Person Berry O'Bryan

Signature 

Date 10/03/2022

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

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

Addendum No. 1 - Page 2 of 2

County of Webb

**ADDENDUM NUMBER 2 TO THE BID DOCUMENTS**

Addendum Date: September 28, 2022

**BID DOCUMENT NUMBER ITB 2022-015**

**“Mangana Hein Road Extension Project”**

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

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

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

**I. Revision to specifications:**

**1. DIV A Instructions to Bidders and Contract Documents**

**1.1 Section A-1 Notice to Bidders**

Bid due date is revised from Friday, September 30, 2022 at 2:00 P.M. to Monday, October 3, 2022 at 2:00 P.M.

Schedule of events is being revised to update bid due date from September 30, 2022 to October 3, 2022 and to update evaluation of proposals date from Monday, October 3, 2022 to Friday, October 7, 2022.

**1.2 Section A-2 Information to Bidders**

Bid due date is revised from Friday, September 30, 2022 at 2:00 P.M. to Monday, October 3, 2022 at 2:00 P.M.

**2. DIV D Technical Provisions**

2.1 Replace Section 514 Geogrid Reinforcement with one provided herein.

**3. Additional quantities breakdown requested for:**

3.1 Striping – 4” Traffic White – 10,562 LF  
4” Traffic Yellow – 10,562 LF

3.2 Total number of signs – 6

3.3 MBGF – 445 LF

3.4 Safety End Treatment – 6 EA

3.5 Impact Head – 6 EA




**II. Response to questions received from bidders:**

- Q1. Who will be inspecting the project? Will the COL be overseeing this project?  
**Webb County Engineering will provide inspection as well as oversight.  
(Refer to section B-4 of specifications)**
- Q2. Box culvert lead times are currently 90 days from approval by Engineer. Will there be an extension of time for those delays?  
**Contractor has the option of pouring box culverts in place if lead times for pre-cast are too long. If Webb County selects to go with pre-cast, a time extension will be recommended.**
- Q3. Is there a site for the dirt from excavation to be moved, or is the contractor responsible?  
**Contractor will be responsible to coordinate with Webb County Engineering to stockpile material within County right-of-way.**
- Q4. Will the contractor be responsible for paving the entrances to the ranch gates?  
**No.**
- Q5. What is the estimated cost range?  
**Webb County is unable to release the cost range at this time.**
- Q6. What is the liquid AC type on HMAC?  
**Proposed asphalt binder is PG70-22 per Section D.520/TxDOT Item 341. Refer to project specifications and references made to TxDOT specifications for additional information.**

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

Company Name Anderson Columbia Co., Inc.

Contact Person Berry O'Bryan

Signature 

Date 10/03/2022

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

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



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

### OFFICE USE ONLY

Date Received

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

Anderson Columbia Co., Inc.

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

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

N/A

Name of Officer

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

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

Yes

No

N/A

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

Yes

No

N/A

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

N/A

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

7   
Signature of vendor doing business with the governmental entity

10/03/2022

Date



/

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

...

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

**PART A.**

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

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

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

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

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

Yes

No


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

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

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

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

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
Anderson Columbia Co., Inc.	59-2871935	

  
Signature of Authorized Representative

10/03/2022  
Date

Berry O'Bryan, Vice President  
Printed/Typed Name and Title of Authorized Representative

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

**PART A. PREAMBLE**

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

**PART B. CERTIFICATION**

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

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

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

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

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

- Yes
- No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
Anderson Columbia Co., Inc.	59-2871935	

Name of Authorized Representative	Title
Berry O'Bryan	Vice President

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

10/03/2022  
\_\_\_\_\_  
Date



PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

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

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

Joey Anderson owes no property taxes as a resident of Webb County.  
(Business Owner)

  
Person who can attest to the above information

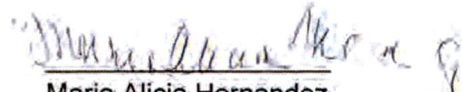
**\* SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas  
County of Webb

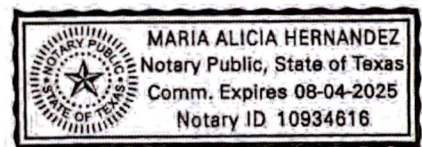
Before me, a Notary Public, on this day personally appeared Berry O'Bryan, know to me (or proved to me on the oath of \_\_\_\_\_) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 3rd day of October 2022.

Notary Public, State of Texas

  
Maria Alicia Hernandez  
(Print name of Notary Public here)

My commission expires the 4th day of August 2025.



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

STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB \*

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

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

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

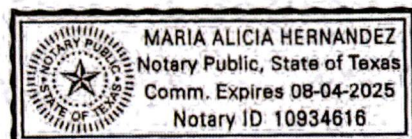
Executed and dated this 3rd day of October, 2022

  
Signature of Affiant

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

SWORN to and subscribed before me, this 3rd day October, 2022

  
NOTARY PUBLIC, STATE OF TEXAS





# WEBB COUNTY



## INVITATION TO BID (ITB) 2022-015 MANGANA HEIN ROAD EXTENSION PROJECT

### PROJECT SPECIFICATIONS

HONORABLE TANO E. TIJERINA  
COUNTY JUDGE

HON. JESSE GONZALEZ  
COMMISSIONER PCT. No. 1

HON. ROSAURA "WAWI" TIJERINA  
COMMISSIONER PCT. No. 2

HONORABLE JOHN GALO  
COMMISSIONER PCT. No. 3

HONORABLE CINDY LIENDO  
COMMISSIONER PCT No. 4

WEBB COUNTY – ENGINEERING DEPT.  
Luis Perez-Garcia, P.E.  
Webb County Engineer  
(956) 523-4055



CRANE ENGINEERING CORP.  
Firm # F-3353  
1310 Junction Drive, Suite B  
Laredo, Texas 78041

Alfredo Martinez, P.E., CFM  
Project Engineer

## SEPTEMBER 2022

**WEBB COUNTY**



**MANGANA HEIN ROAD EXTENSION PROJECT**

**PROJECT SPECIFICATIONS**

**HONORABLE TANO E. TIJERINA  
COUNTY JUDGE**

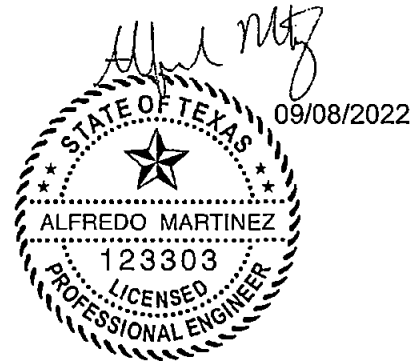
**HON. JESSE GONZALEZ  
COMMISSIONER PCT. NO. 1**


**HON. ROSAURA "WAWI" TIJERINA  
COMMISSIONER PCT. NO. 2**

**HONORABLE JOHN GALO  
COMMISSIONER PCT. NO. 3**

**HONORABLE CINDY LIENDO  
COMMISSIONER PCT NO. 4**

**WEBB COUNTY – ENGINEERING DEPT.  
Luis Perez-Garcia, P.E.  
Webb County Engineer  
(956) 523-4055**



 **CRANE ENGINEERING CORP.**  
Firm # F-3353  
1310 Junction Drive, Suite B  
Laredo, Texas 78041

Alfredo Martinez, P.E., CFM  
Project Engineer

**SEPTEMBER 2022**

## **Mangana Hein Road Extension Project Specifications Manual**

<b>DIVISION A</b>	<b>INSTRUCTIONS TO BIDDERS &amp; CONTRACT DOCUMENTS</b>
Section A-1	Notice to Bidders
Section A-2	Information to Bidders
Section A-3	Advice to Bidders
Section A-4	Information to Contractors
Section A-5	Proposal, Affidavit, Bid Schedule, Information from Bidders, and Bid Bond
Section A-6	Checklist for Bidders
Section A-7	Construction Contract
Section A-8	Performance Bond/Payment Bond
Section A-9	Contractor/Subcontractor Certificate of Insurance
Section A-10	Notice of Award
Section A-11	Notice to Proceed
Section A-12	Certificate of Owner's Attorney
Section A-13	Notice from the Texas Ethics Commission

Required Forms:

- Form CIQ - Conflict of Interest Questionnaire
- Form H2048 - Certification Regarding Debarment, Suspension, Eligibility, and Voluntary Exclusion for Covered Contracts
- Form H2049 - Certification Regarding Federal Lobbying
- Proof of No Delinquent Taxes Owed to Webb County
- House Bill 89 Verification
- Senate Bill 252 Certification

<b>DIVISION B</b>	<b>SPECIAL PROVISIONS</b>
Section B-1	Contract Time & Liquidated Damages
Section B-2	Equal Opportunity Clause
Section B-3	General Decision TX 20220003
Section B-4	Inspection by County
Section B-5	Project Signs
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<b>DIVISION C</b>	<b>GENERAL PROVISIONS</b>
Section C-1	Definition of Terms
Section C-2	Definition of Abbreviations
Section C-3	Instructions to Bidders
Section C-4	Award and Execution of Contract
Section C-5	Scope of Work
Section C-6	Control of Work and Materials
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**Mangana Hein Road Extension Project  
Specifications Manual**

<b>DIVISION D</b>	<b>TECHNICAL PROVISIONS</b>
Section 128	Disposal of Waste Material and Salvageable Material
Section 302	Structural Excavation and Backfill
Section 304	Reinforced Concrete Storm Drain Pipe
Section 306	Corrugated Steel Storm Sewer Pipe
Section 308	Pipe High Density Polyethylene Storm Drain Pipe
Section 310	Concrete Box Culvert
Section 314	Laying Procedures – Storm Sewer
Section 316	Concrete Encasement, Cradles, Saddles, and Collars
Section 318	Channel Excavation and Embankment
Section 402	Clearing and Grubbing
Section 404	General Construction and Preparation of Site Specifications
Section 406	Concrete Structures
Section 408	Rip Rap
Section 410	Reinforcing Steel Section
Section 412	Welded Wire Fabric
Section 416	Expansion Joint Materials
Section 418	Membrane Curing
Section 424	Relocating Wire Fence
Section 502	Excavation and Embankment of Streets
Section 504	Concrete
Section 510	Flexible Base Course
Section 514	Geogrid Reinforcement
Section 516	Bituminous Prime Coat
Section 518	Bituminous Tack Coat
Section 520	Hot Mix Asphaltic Concrete Pavements
Section 522	Cutting and Replacing Pavement
Section 530	Aggregates for Surface Treatments
Section 602	Silt Fence
Section 604	Erosion Control Blankets
Section 606	NPDES Requirements
Section 608	Hydro-Mulch Seeding
Section 610	Seeding
Section 704	Street Signs
Section 706	Reflectorized Pavement Markings
Section 708	Metal Beam Guard Fence
Section 710	Relocation of Permanent Signs
Section 712	Traffic Control and Regulation
Section 802	Sheeting and Bracing
Section 804	Work Performed on Non-Working Days
Section 812	Definitions

**SECTION 514**  
**GEOGRID FOR BASE OR EMBANKMENT REINFORCEMENT**

**D 514.01 DESCRIPTION**

Furnish and place geogrid base reinforcement in accordance with the lines and grades shown on the plans or as directed by the Engineer.

**D 514.02 MATERIALS**

Provide geogrid in conformance with the items and requirements stated herein.

- 1) Geogrid Reinforcement: Triaxial geogrids listed under Texas Department of Transportation Materials Specification DMS 6240 "Geogrid for Base / Embankment Reinforcement" and of the type as shown on the plans. The sampling, testing, and rejection of criteria of that specification shall govern.
  - Approved products not listed under DMS 6240 are Tensar TriAX TX5 and TX7.
- 2) Alternative Materials: Material substitutions for geogrids not conforming to the physical requirements described above in D 514.02.1 must be submitted with an alternative design proposal to Engineer for consideration. Alternate design proposals must include pavement design calculations which are signed/sealed by a licensed Professional Engineer utilizing project design criteria demonstrating the alternative provides the prescribed ESALs as per plans. If approved, the Engineer will provide written authorization. Allow a minimum of 14 days for the approval process.

**D 514.03 CONSTRUCTION**

- 1) Subgrade soil shall be prepared in accordance with Specifications item 502 "Street Excavation and Embankment" item prior to placement of geogrid reinforcement.
- 2) Geogrid reinforcement shall be rolled out parallel to the road direction at the proper elevation and alignment as shown on the construction drawings.
- 3) Geogrid sections shall be overlapped a minimum of one (1) foot in both directions. Placement of geogrid around corners will require cutting of geogrid product and diagonal overlapping. Unless otherwise noted by the Engineer, plastic ties shall be used at overlaps. The transverse spacing of the ties shall be 4 to 5 feet and the longitudinal tie spacing shall be 10 to 20 feet, unless otherwise approved by the Engineer.
- 4) The geogrid shall be pinned at the beginning of the backfilling section, but shall be left free to stretch or relieve tension throughout the remainder of the work area.
- 5) Contractor shall take steps to ensure that geogrid sections do not separate at overlaps during construction.
- 6) Base material shall be placed and compacted in accordance with Specification item 510 "Flexible Base." This material shall be back dumped from trucks riding on top of the reinforced base material and bladed on to the grid ahead.
- 7) Tracked construction equipment shall not operate directly upon the geogrid. A minimum base thickness of 6 inches is required prior to operation of trucked vehicles over the geogrid.

- 8) Rubber tired equipment may pass over the geogrid at slow speeds, less than 5 miles per hour, if the subgrade material is capable of supporting the loads without excessive rutting or causing damage to the grid. Equipment operators shall avoid sudden braking or sharp turning.
- 9) If ruts are created in the base material due to construction traffic, they shall be filled with additional base material rather than blading adjacent material into the rut.
- 10) Sections of the geogrid, which are damaged by construction activity, shall be repaired or replaced at the Contractor's expense. All repaired sections shall contain a minimum three (3) foot overlap in all directions.

**D 514.04 MEASUREMENT**

Accepted work as prescribed by this item will be measured by the square yard of base reinforcement complete in place in accordance with the plans with not allowance made for width of overlaps required.

**D 514.05 PAYMENT**

The work performed as prescribed by this item will be paid for at the contract unit price bid per square yard, measured as prescribed above, for "Base Reinforcement" which price shall be full compensation for furnishing all labor, materials, equipment, and other items necessary and incidental to completion of work.

**DIVISION A**  
**INSTRUCTIONS TO BIDDERS**  
**& CONTRACT DOCUMENTS**



**SECTION A-1  
NOTICE TO BIDDERS**

Sealed bids will be received at Webb County Purchasing Department 1110 Washington St., Ste. 101 Laredo, Texas 78040, **due by or before 2:00 p.m. (Central Time) on October 3, 2022** for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the Mangana Hein Road Extension Project, and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. Said bid shall be marked,

**Invitation to Bid (ITB) 2022-015  
“Mangana Hein Road Extension Project”**

This ITB solicitation can be viewed at the following online address:

<https://webbcountybid.ionwave.net/Login.aspx>

Interested Bidders may submit their Bid Proposal by registering on Webb County’s e-Bid site and uploading their file in our “Response Attachments” tab. All new supplier registration must be completed one workday prior to official due date of submittal. Should anyone need assistance please contact Mr. Juan Guerrero, Contract Administrator at (956) 523-4125.

**The project consists of:**

The purpose of this project is to pave one (1) mile of Mangana Hein Road from its current paved terminus to improve traffic safety, and improve the circulation of traffic for heavier loaded oil field trucks utilizing Mangana Hein Road for their oil and gas activities. The proposed roadway will consist of a 32’ pavement from edge to edge, including 2 – 12’ lanes and 2-4’ shoulders with drainage swales on both sides. Drainage improvements include replacement of three (3) drainage crossings. The project lies within the 5-mile Extra Territorial Jurisdiction (ETJ) of the City of Laredo and starts approximately five (5) miles southeast past Cuatro Vientos Road and Mangana Hein Road intersection.

**Construction contract time for the project is 120 calendar days.**

**Acceptance of Sealed Hard Copy SOQ**

Webb County will accept hard copy ITB, Bidders must provide one (1) original and four (4) copies in a sealed envelope. Sealed envelope must contain the name and number of ITB on the top right corner of the envelope and be delivered sealed to the following address prior to deadline.

Webb County Purchasing Agent’s Office  
1110 Washington Street, Suite 101  
Laredo, Texas 78040  
Attn.: Contract Administrator

ITB received after the published deadline to submit will not be accepted and will be returned to Bidder unopened. Webb County encourages all interested Bidders to register on our e-bid portal <https://webbcountybid.ionwave.net/Login.aspx> Click on **“Supplier Registration”** and submit your SOQ online. For assistance on supplier registration, please contact Mr. Juan Guerrero, Contract Administrator with the Purchasing Department at (956) 523-4125 or email at [jguerrero@webbcountytexas.gov](mailto:jguerrero@webbcountytexas.gov)

**Only the bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, telegraph, or fax, will not be considered.**

Bidders are expressly advised to review Section C-3.10 of the General Conditions of the proposed Contract as to the causes which may lead to the disqualification of a bidder and/or the rejection of a bid proposal. Unless all bids are rejected, the Owner agrees to give Notice of Award of Contract to the successful bidder within ninety (90) days of the bid opening.

Bidders are expected to inspect the site of the work and inform themselves regarding all local conditions.

**Small Business Enterprises, Minority Business Enterprises & Women's Business Enterprises**

Webb County encourages all Small Business Enterprises (SBE), Minority Business Enterprises (MBE), and Women's Business Enterprises (WBEs) to participate in this solicitation. Webb County will email the corresponding information to further promote participation of all SBEs, MBEs, and WBEs to the following email address [MWBE@texasagriculture.gov](mailto:MWBE@texasagriculture.gov)

**Special Accommodations**

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting. Mr. Juan Guerrero, Contract Administrator at 956) 523-4149 or email at [juguerrero@webbcountytx.gov](mailto:juguerrero@webbcountytx.gov)

**Webb County Purchasing Code of Ethics Policy**

The County of Webb will ensure that it will promote and enforce proper ethical conduct by all Vendors, Procurement Officials, Elected Officials and County employees directly or indirectly involved in the procurement process. All vendors wishing to participate in any solicitation must sign and notarize the affidavit form included as part of this solicitation package and upload with your electronic submission or included with your hard copy sealed submission. Failure to submit form will disqualify your bid or proposal package from being considered.

The Ethics Policy can be viewed at the Webb County Purchasing Agents website listed below for vendors to read prior to signing and submitting the affidavit form. <http://www.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>

The Webb County Purchasing Board approved the Code of Ethics policy on April 19, 2018 and adopted by the Webb County Commissioners Court on May 14, 2018.

When responding to an Active Solicitation, Vendors shall be required to disclose donations and campaign contributions by the Vendor or any individual or entity acting on the Vendor's behalf to the Purchasing Agent or his designee made within six (6) months prior to the date of the Active Solicitation. Failure by a Vendor to accurately disclose such contributions may result in the Vendor's disqualification, debarment, or contract voidance as per Section 18 of the Ethics Policy.

**Note:** Do not contact any member of the Webb County Commissioners Court or any other official as mandated by Webb County's Ethics policy about this solicitation during the restricted contact period. Please refer to our Purchasing Ethics Policy Section 6 (Restricted Contact Period).

**Restricted Contact Period.** The Restricted Contact Period for any solicitation shall be in effect during the time the solicitation is considered an Active Solicitation under this Code of Ethics (regardless of when a Vendor submits a proposal or bid for the solicitation). All Vendor communications including, but not limited to, questions, comments, requests for clarification, and general information requests, during the Restricted Contact Period, regarding any Active Solicitation, must be directed solely to the Contact Person and the Contact Person's Designated Representatives (as defined by the Contact Person on a question-by-question basis). The Contact Person for any specific solicitation can be identified by visiting <https://webbcountyebid.ionwave.net/Login.aspx> or by calling the Purchasing Department at (956) 523-4125.

**VIOLATIONS.** Any communication by Vendors with any Procurement Professionals, Elected Officials, or any of their respective staff members, agents, or representatives (excluding the Contact Person and Designated Representatives), regarding an Active Solicitation, will be considered a violation of the Restricted Contact Period unless the Vendor receives express written permission from the Purchasing Agent or his designee.

**Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the Offeror to notify the County of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline.

The Webb County Purchasing Agent reserves the right to make the final judgement call to extend any deadline. Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Webb County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

**Questions**

Questions may be submitted by Respondents by signing in to our e-bid portal and using the "Questions" tab for submission by published deadline. All questions requiring an official response will be posted on e-bids for all interested parties to read in accordance with deadlines published under Section A-1 (ITB Schedule of Events).

ITB Schedule of Events			
Activity	Time	Date	Responsible Party
Public Notice/Newspaper	n/a	Sep. 11 <sup>th</sup> , 18 <sup>th</sup>	County Purchasing Office
Posted RFQ on Website	n/a	Sep. 11 <sup>th</sup> – until awarded	County Purchasing Office
Questions Due to County	No later than 5 pm	Sep. 14 <sup>th</sup>	Respondent
Posting of Answers	No later than 5 pm	Sep. 19 <sup>th</sup>	County Purchasing Office
Sealed Proposals Due	2pm (CT)	Oct. 3 <sup>rd</sup>	Respondent
Evaluation of Proposals	TBD	Oct. 3 <sup>rd</sup> – Oct. 7 <sup>th</sup>	Scoring Committee
Award of Contract	TBD	TBD	Governing Body
Finalization of Contract	TBD	TBD	Governing Body

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

**A virtual pre-bid conference with prospective bidders will be held on Tuesday, September 20, 2022 at 10:00 a.m.**

**MEETING LINK:** *\*meeting link will be provided under separate cover*

Copies of the plans and specifications are available free of charge at the at Webb County Purchasing Department website: <https://webbcountyebid.ionwave.net/Login.aspx>

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Jose Angel Lopez III, CTPM  
Webb Co. Purchasing Agent

**Publication Dates:**  
**Sunday, September 11, 2022**  
**Sunday, September 18, 2022**

**SECTION A-2**  
**INFORMATION TO BIDDERS**

Sealed bids will be received at Webb County Purchasing Department 1110 Washington St., Ste. 101 Laredo, Texas 78040, **due by or before 2:00 p.m. (Central Time) on October 3, 2022** for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the Mangana Hein Road Extension Project, and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. Said bid shall be marked,

**Invitation to Bid (ITB) 2022-015**  
**“Mangana Hein Road Extension Project”**

Bids shall be based on a per unit of work basis and shall include dollar amounts for each specific unit in improvements listed including those items listed as alternatives as per the proposal sheet included in the specifications of this project.

Each proposal and a proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders and shall be marked as a bid for the project above referred.

**Only the bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, telegraph, or fax, will not be considered.**

The County reserves the right to award the contract on the basis of the alternative which appears most advantageous to the County, to reject any or all bids, to waive objections based on failure to comply with formalities, and to allow the correction of obvious or patent errors. Bidders are expressly advised to review Section C-3 of the General Conditions of the proposed contract as to the causes which may lead to the disqualification of a bidder and/or the rejection of a bid proposal. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the lowest and responsible bidder within ninety (90) days from the date of the bid opening.

Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond having a minimum **Best's Rating A** according to Best's Key Rating Guide Latest Edition from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the County of Laredo, Texas, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract, and execute performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.

The successful bidder for the construction of the improvements must furnish a Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key according to Best's Key Rating Guide Latest Edition as follows:

<u>Construction Contract</u>	<u>Minimum Best's Rating</u>
25,001 – 250,000	A
250,000 – 1,000,000	A
Over 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

Copies of the plans and specifications are available free of charge at the at Webb County Purchasing Department's website <https://webbcountybid.ionwave.net/Login.aspx>, under the current bids tab.

Bid proposals over \$25,000.00 shall comply with all conditions of the bid documents.

In the event the base bid amount is \$25,000.00 or LESS than \$25,000.00, a Payment Bond and Performance Bond will NOT BE REQUIRED. A Bid Guarantee in the form of a Cashier's or Certified Check or Bid Bond and the Certificate of Insurance however, WILL BE REQUIRED. Under the above conditions, the successful bidder for the "**Mangana Hein Road Extension Project**" is hereby advised that the total contract price will be paid in ONE PAYMENT upon completion and acceptance of the project by the County of Webb. Cashier's checks are not to be released until a contract for the project has been approved by Commissioners Court and signed by the County Judge.

Any other division or section of this project's specifications having reference to Bid Guarantee, Cashier's or Certified Check, Bid Bond, Payment Bond, or Performance Bond, or having mention at all, to the requirements of bonds, is hereby amended to concur with the above conditions ONLY when the base bid is LESS THAN \$25,000.00.

Bidders are advised to contact Mr. Juan Guerrero, Contract Administrator with the Purchasing Department at (956) 523-4125 or email at [juaguerrero@webbcountytx.gov](mailto:juaguerrero@webbcountytx.gov) for any additional information required on the project.

Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors" and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 2.291 and Texas Tax Code Chapter 151, as amended by House Bill Number 11, Acts 1991, 72nd Legislature, First called Session. The Contractor will be required to separate the charges for materials from all other charges and will be furnished an Exemption Certificate for each contract. Also, the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may also be obtained by calling the State Comptroller's toll-free number 1-800-252-5555.

**A virtual pre-bid conference with prospective bidders will be held on Tuesday, September 20, 2022 at 10:00 a.m.**

**MEETING LINK:** *\*meeting link will be provided under separate cover*

**SECTION A-3  
ADVICE TO BIDDERS**

**Project: Mangana Hein Road Extension Project**

The Contractor's attention is directed to the State of Texas Comptroller of Public Accounts Limited Sales Excise and Use Tax Rules and Regulations, Paragraph 3 of Ruling No. 9. Repairmen and Contractors (amended April 3, 1972). Reference Article 20.01 (T). Upon compliance with certain conditions, this ruling provides for exemption from this tax of materials incorporated into work done for an exempt agency under a Contract. The County is an exempt agency.

Any Bidder may elect to exclude this sales tax from his bid. If the Bidder submitting the lowest acceptable bid for performing the work on this project elects to comply with the above ruling on any bid item included in this Contract by obtaining any necessary permit or permits from the State Comptroller allowing the purchase of material for incorporation into this project without having to pay the Limited Sales, Excise and Use Tax at the time of purchase, he shall upon Award of Contract submit a statement in satisfactory form in which his bid prices to the County for materials are listed separately from all other charges, either by bid item or by total as required by the comptroller. This statement shall be included in and made part of the Contract.

The County will furnish the Contractor with its exemption certificate for those materials incorporated in the project for which the above required statement is submitted.

The County will make no further allowance for and will make no price adjustment above or below the originally bid unit price on account of this tax. It shall be the Contractor's sole responsibility, if he elects to exclude the sales tax from his bid, to comply with the aforementioned Ruling No. 9 and with any other applicable rules, regulation, or laws pertaining to the Texas Limited Sales, Excise and Use Tax which may now or at any time during the performance of this Contract be in effect, and the County shall have no responsibility for any sales or use tax which the Contractor may be required to pass as a result of his failure or the County's failure to comply with said rules, regulations or laws, or as the result of the performance of the Contract or any part thereof by the Contractor.

Bidders are cautioned that materials which are not permanently incorporated into the work are not eligible for exemption and are not to be included in the statements as "Materials" (example: fuel, lubricants, tools, forming materials, etc.).



**SECTION A-4  
INFORMATION TO CONTRACTORS**

**Project: Mangana Hein Road Extension Project**

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges and will be furnished an Exemption Certificate for each contract by the Department. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll free number 1-800-252-5555.

SPECIAL PROVISION  
No. 000-6233  
IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.

Only those contracts with school districts and nonprofit hospitals qualify for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

If the Contractor operates under a "separated contract", the Department will furnish the Contractor with an exemption certificate for the applicable materials.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts  
Capital Station  
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials are separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

**STATEMENT OF MATERIALS AND OTHER CHARGES****Project: Mangana Hein Road Extension Project**

MATERIALS INCORPORATED INTO THE PROJECT:	\$ <u>632,275.<sup>00</sup></u>
ALL OTHER CHARGES:	\$ <u>1,603,495.<sup>00</sup></u>
*TOTAL	\$ <u>2,235,770.<sup>00</sup></u>

\*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

**SECTION A-5  
PROPOSAL**

To: The County of Webb, Texas

**Honorable Tano E. Tijerina, Webb County Judge**

From: Anderson Columbia Co., Inc.  
Contractor

Address: P.O. Box 565, Weslaco, Texas 78599

Phone: (956)969-4614

Fax: (956)968-0982

**Project: Mangana Hein Road Extension Project**

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or decreased, and may be considered necessary in the opinion of the County of Webb, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date)

Addendum #1: 9/13/2022 BO

Addendum #2: 9/28/2022 BO

Addendum #3: \_\_\_\_\_

Addendum #4: \_\_\_\_\_

Addendum #5: \_\_\_\_\_

Acknowledgment of other documents: (Please initial and date)

Wage Determination: 10/03/22 BO

Labor Provisions: 10/03/22 BO

Affirmative Action Program: 10/03/22 BO



Project: Mangana Hein Road Extension Project

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS { }  
COUNTY OF WEBB { }

Berry O'Bryan being first duly sworn,  
deposes and says that he is Vice President (a Partner or Officer of the  
firm of, etc.) Anderson Columbia Co., Inc.

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 County of Webb or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

  
Signature of \_\_\_\_\_

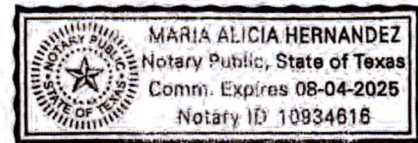
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 3rd day of October, 2022

  
Notary Public

My Commission Expires:

08-04-2025



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

**Project: Mangana Hein Road Extension Project**

I. Are you registered to do business with the County of Webb?  X  Yes   No  
*\* For suppliers to upload their bids and/or proposals to participate in any active bid/RFP/RFQ you must be registered.*

II. Statement of Qualifications: (Similar Projects Completed by Bidder)

1) Name of Project:  Webb County, Espejo Molina   
Value of Contract:  \$190,078.00   
Date Completed:  03/22   
Owner Contact Info:  Guillermo Cuellar, P.E., (956)763-7097

2) Name of Project:  City of Del Rio, Alderete Lane   
Value of Contract:  \$4,033,605.98   
Date Completed:  06/22   
Owner Contact Info:  Alberto Quintanilla (830)774-8525

3) Name of Project:  Webb County, FM 3338   
Value of Contract:  \$23,431,988.38   
Date Completed:  06/22   
Owner Contact Info:  Jose Vargas, P.E. (956)712-7400

Experience Data: (Include name and experience record of the Superintendent)  
See Attached

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

**NOTE: TO BE SUBMITTED UPON REQUEST  
IS NOT AN ACCEPTABLE ANSWER**

**Project: Mangana Hein Road Extension Project**

Proposed Progress Schedules:

See Attached

Data on Equipment to be used on the Work:

(Include the number of machines, the type, capacity, age and conditions and location)

See Attached

Subcontractors:

(Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials)

See Attached

**NOTE: TO BE SUBMITTED UPON REQUEST  
IS NOT AN ACCEPTABLE ANSWER**

### BID SCHEDULE NOTES

- 1) Refer to Section 128 for description on disposal of waste material and salvageable material. This is not a pay item but subsidiary to project.
- 2) Rock excavation not a pay item.
- 3) Road to remain open at all times and contractor is required to submit a traffic control plan to ensure 24/7 operation.
- 4) Clearing and grubbing includes removal of existing asphalt millings along Mangana Hein Road within project limits. Contractor must coordinate with Webb County Engineering Inspector on final placement of millings.
- 5) Demolition includes removal and disposal at municipal landfill. Contractor can use concrete chunks for gravel filters as long as all exposed rebar is cut flush and concrete chunks meet the size requirements for gravel filters.
- 6) Remove and reinstall steel bollard fence includes installing new concrete footings and repainting bollard fence with two coats of primer and 2 coats of paint; Paint color to match existing conditions;



**RAYMOND QUIGG**  
P.O. Box 136  
Terlingua, Texas 79852  
(830)776-9135 Cell

## **PROFILE**

Over 40 years of experience in the highway construction and paving business. Trained in QCQA, lab courses, soil and concrete testing procedures. Experienced in hot mix P-401 TXDOT aviation and federal highway standards.

## **EMPLOYMENT**

General Superintendent 2010 to Present - Anderson Columbia Co., Inc.,  
Responsible for overseeing all hot mix plant, crusher and crews in projects ranging from city to federal projects in the South Texas area. Also responsible for coordinating equipment maintenance and usage, crew utilization, safety job progress and owner relations among numerous concurrent projects.

Some recent projects include:

US 83, Webb Co. (TXDOT) 10.9M; SL 480, Maverick Co. (TXDOT) 17.0M; ; US 83-South, Zapata Co., (TXDOT) 25.5M; US 83-North, Zapata Co. (TXDOT) 8M; IH 35, Webb Co. (TXDOT) 6.6M; FM 1582, Frio Co. (TXDOT) 5.5M; FM 1021, Maverick Co. (TXDOT) 8.9M; US 83, Zapata Co. (TXDOT) 12.9M; SH 85, Frio Co. (TXDOT) 3.4M; SL 20, Webb Co. (TXDOT) 11.4M; IH35, LaSalle Co. (TXDOT) 6.5M; US 83, Zapata Co. (TXDOT) 18.5M.

General Superintendent 1986-2010 – Price Construction, Ltd.

Oversaw 5 hot mix plants, 5 crushers and 3 concrete plants in the Texas area. Started with 35 employees and expanded to 650 employees at it's peak. Worked on city, county, state and federal projects for 24 years.

General Superintendent 1983-1986 – Pioneer Health Joint Venture

Oversaw 7 hot mix plants and crews as well as dirt construction in Texas, Oklahoma and New Mexico. Oversaw 400 employees in 3 states.

Superintendent 1973-1983 – Reece Albert Dirt and Paving

Superintendent in charge of dirt and paving operations on state, city and county projects, as well as airports. Promoted to General Superintendent after 8 years with the company. Managed 250 employees, 2 hot mix plants, 3 crushers and 1 concrete plant.

**Proposed Baseline Schedule - Mangana Hein Road Extension Project**

*START DATE: 12/05/22*

*END DATE: 03/31/22*

DESCRIPTION	DAYS
Install Barricades	2
Install Erosion Control Devices	5
Clearing & Grubbing	5
Demolition of Drainage Crossings	20
Install Drainage Crossings	37
Install Metal Beam Guard Fence	5
Excavation / Prep Subgrade	20
Install GeoGrid & Flex Base	10
Prime Coat	3
2.5" Type D HMA	5
Striping, Signage, & Reflectors	5
Final Project Clean Up	1
Remove Barricades	2
	120

00009	AUP	00009 EXCURSION FORD TX
00028	AUP	00028 TAHOE CHEVROLET TX
00206	TKV	00206 VAN FORD E150 (reused #) TX
00212	TKV	00212 VAN CHEVROLET EXPRESS (reused #) TX
00213	TKV	00213 VAN CHEVROLET EXPRESS (reused #) TX
00215	TKV	00215 VAN FORD E350 TX
00216	TKV	00216 VAN FORD E350 TX (reused old #)
00223	TKV	00223 VAN FORD E350 TX (reused #)
00226	TKV	00226 VAN FORD E350 TX (reused #)
00246	TKV	00246 VAN CHEVROLET TX
00250	TKV	00250 VAN FORD E150 TX
00257	TKM	00257 MECH TRUCK FORD F-800 TX
00259	TKM	00259 MECHANIC TRUCK TX (reused #)
00265	TKM	00265 MECHANIC FORD F550 TX (reused#)
00291	TKM	00291 MECHANIC TRUCK FORD F550 TX
00292	TKM	00292 MECHANIC TRUCK FORD F550 TX
00293	TKM	00293 MECHANIC TRUCK FORD F550 TX
00296	TKM	00296 MECHANIC TRUCK DODGE 5500 TX
00347	TKP	00347 PICKUP CHEVROLET AVALANCHE TX
00383	TKP	00383 PICKUP FORD F150 TX
00386	TKP	00386 PICKUP FORD F250 CREW CAB TX
00407	TKF	00407 FLATBED INTERNATIONAL TX
00431	TKW	00431 FLATBED MACK 22 TN WATER TX
00453	TKG	00453 FUEL TRUCK CHEVROLET TX
00460	TKG	00460 GREASE / FUEL TRUCK MACK CH613 TX
00484	TKG	00484 FUEL TRUCK MACK CH612 TX
00485	TKF	00485 WATER TRUCK MACK TX
00531	TKD	00531 DUMP TRUCK MACK CV713
00557	TKF	00557 WATER TRUCK MACK DM6905 mini
00589	TKG	00589 FUEL TRUCK MACK RD688S has MIS10098
00609	TKT	00609 TRACTOR TRUCK PETERBILT 379
00640	TKT	00640 TRACTOR TRUCK MACK CH613 (WATE
00683	TKW	00683 WATER TRUCK TRUCK PETERBILT
00685	TKT	00685 TRACTOR TRUCK PETERBILT
00692	TKT	00692 TRACTOR TRUCK
00693	TKT	00693 HAUL TRUCK
00695	TKT	00695 HAUL TRUCK
00697	TKT	00697 5TH WHEEL INTERNATIONAL
00704	TRT	00704 TRAILER TANKER ETNYER LIQ ASP
00743	TRL	00743 TRAILER LOWBOY WALLACE w/653 3
00745	TRL	00745 TRAILER LOWBOY w/tki 676
00794	TRT	00794 TRAILER WALLACE LOWBOY
00854	SCS	00854 SCRAPER CAT 613C TX
00857	SCS	00857 SCRAPER TRACTOR CAT 615CII TX (reused #)
00879	SCS	00879 SCRAPER CAT 613C TX
00881	SCS	00881 SCRAPER CAT 615C TX
00882	SCS	00882 SCRAPER CAT 615C TX

00885	SCS	00885 SCRAPER CAT 613C TX
00886	SCS	00886 SCRAPER CAT 613CII TX
00920	LOW	00920 LOADER NEW HOLLAND LV80 TX
00954	TCD	00954 DOZER CAT D7G TX
01015	BHR	01015 BACKHOE LOADER CAT TX
01050	ROR	01050 ROLLER INGERSOLL RAND PT TX
01053	ROR	01053 ROLLER DYNAPAC CP142 PNEMATIC TX
01137	DIS	01137 DISTRIBUTOR MACK TX
01144	DIS	01144 DISTRIBUTOR FREIGHTLINER ROSCO TX
01149	DIS	01149 DISTRIBUTOR ETNYRE CENTENNIAL TX
01170	HEM	01170 WATER WAGON CAT 621F 8000 GAL
01207	ARB	01207 ARROW BOARD TX X
01208	ARB	01208 ARROW BOARD TX X
01279	BRM	01279 BROOM ROSCO CHALLENGER II TX
01351	MIS	01351 LAB TRAILER FRUEHAUF TX
01491	ROV	01491 ROLLER ASPHALT COMPACTOR TX
01572	PEC	01572 TRACTOR TX
01574	PEC	01574 TRACTOR JD 7330 TX
01579	PEC	01579 TRACTOR JD 8295R TX
01589	PEC	01589 PLANTER JD 1700 TX
01620	PUH	01620 PUMP THOMPSON TX X
01621	PUH	01621 PUMP THOMPSON TX X
01627	PUH	01627 PUMP THOMPSON TX X
01628	PUH	01628 PUMP 6" THOMPSON TX X
01629	PUH	01629 PUMP 6" THOMPSON TX X
01633	PUH	01633 PUMP TRASH 6" WET PRIME TX X
01638	PUH	01638 PUMP WATER TX (R)
01668	MHT	01668 24X8 MOBILE OFFICE X
01669	MHT	01669 36X10 MOBILE OFFICE X
01670	MHT	01670 20' MOBILE OFFICE X
01671	MHT	01671 24X8 MOBILE OFFICE X
01672	MHT	01672 14X66 MOBILE OFFICE X
01673	MHT	01673 OFFICE TRAILER X
01674	MHT	01674 OFFICE TRAILER TX
01675	MHT	01675 CAMPER TRAILER TX X
01676	MHT	01676 BUNK HOUSE TX X
01677	MHT	01677 OFFICE TRAILER TX
01678	MHT	01678 OFFICE TRAILER TX
01679	MHT	01679 OFFICE MOBLE HOME TX
01680	MHT	01680 MOBILE HOME TRAILER TX X
01681	MHT	01681 MOBILE HOME TRAILER TX X
01682	MHT	01682 OFFICE TRAILER TX
01683	MHT	01683 OFFICE TRAILER TX
01708	PLE	01708 GENERATOR TRAILER W/PLE TX X
01709	PLE	01709 GENERATOR CAT 3116 w/Trailer X
01848	TRL	01848 TRAILER VAC TX
01888	TRL	01888 TRAILER FRUHAUF WATER TANKER TX

01890	TRL	01890 TRAILER-HOMEMADE MOT 6x16 TX
01902	MIS	01902 CURB MACHINE GOMACO TX
01917	MIS	01917 CHIP SPREADER TX
01924	MIS	01924 SCREENING PLANT FOLD N GO TX
02047	BHT	02047 TRACK HOE CAT 345BL (L0116) TX
02101	BHT	02101 EXCAVATOR KOMATSU PC300LC-8 TX
02105	BHR	02105 BACKHOE TX
02106	BHR	02106 BACKHOE CASE 590SL TX
02107	BHR	02107 BACKHOE CASE 580SL TX
02109	BHR	02109 BACKHOE CAT 416C TX
02111	BHR	02111 BACKHOE CASE 580M TX
02114	BHR	02114 BACKHOE KOM WB140 TX
02126	BHT	02126 EXCAVATOR-HYDRAULIC HITACHI TX
02128	BHT	02128 EXCAVATOR TRACK HITACHI TX
02132	BHT	02132 EXCAVATOR KOMATSU TX
02133	BHT	02133 EXCAVATOR KOMATSU TX
02141	BHT	02141 EXCAVATOR KOMATSU TX
02149	BHT	02149 EXCAVATOR CAT 321C TX
02152	BHR	02152 BACKHOE LOADER CASE 590 TX
02176	BHR	02176 BACKHOE CAT 420F TX
02189	BHR	02189 BACKHOE LOADER CAT TX
02194	BHR	02194 BACKHOE CAT 420F 4X4 TX (R)
02195	BHR	02195 BACKHOE LOADER CAT 420 TX
02197	BHR	02197 BACKHOE CAT 416F TXX
02209	BHR	02209 BACKHOE CAT 420F TX (R)
02212	BHT	02212 EXCAVATOR CAT TX
02213	BHT	02213 EXCAVATOR CAT 329EL TX (R)
02214	BHT	02214 EXCAVATOR JD TX (R)
02215	BHT	02215 EXCAVATOR KOBELCO SK50LC-9
02216	BHT	02216 EXCAVATOR CAT 336EL TX (R)
02405	TKF	02405 FLATBED TRUCK FORD (MOT) TX
02421	TKF	02421 CREW TRUCK (2 TON - 5TH WHL.) TX
02422	TKF	02422 CREW TRUCK (2 TON) TX
02423	TKF	02423 FLATBED TX
02426	TKF	02426 CREW CAB FLATBED (HOMERO) TX X
02427	TKF	02427 1 TON TX
02428	TKF	02428 ATTENUATOR TRUCK TX X
02429	TKF	02429 1 TON TX
02430	TKF	02430 1 TON TX
02431	TKF	02431 1 TON TX
02432	TKF	02432 1 TON TX
02434	TKG	02434 SERVICE TRUCK TX
02441	TKG	02441 LUBE TRUCK TX
02445	TKF	02445 FLATBED TX
02447	TKF	02447 SERVICE TRUCK DODGE 2500 TX
02448	TKF	02448 FLATBED TRUCK CHEVROLET 3500 TX
02449	TKF	02449 WELDING TRUCK FORD F350 TX

02451	TKG	02451 FLATBED FORD F650 SERVICE TRUCK TX
02452	TKF	02452 FLATBED FORD F650 TX
02455	TKF	02455 FLATBED FORD F250 TX
02457	TKF	02457 PICKUP FLATBED 3/4 TON TX
02460	TKF	02460 FLATBED CREW TRUCK TX
02464	TKF	02464 FLATBED CREW FORD TX
02470	TKF	02470 FLATBED FORD F250 TX
03018	TKF	03018 WATER TRUCK was DUMP TRUCK MACK RD688S
03030	TKD	03030 DUMP TRUCK MACK RD688S
03031	TKD	03031 DUMP TRUCK MACK RD688S
03033	TKD	03033 DUMP TRUCK MACK RD688S
03034	TKD	03034 DUMP TRUCK MACK RD688S
03036	TKD	03036 DUMP TRUCK MACK RD688S
03037	TKD	03037 DUMP TRUCK MACK RD688S
03038	TKD	03038 DUMP TRUCK MACK RD688S
03040	TKD	03040 DUMP TRUCK MACK RD688S
03043	TKD	03043 DUMP TRUCK MACK CV713 OX BODY
03047	TKT	03047 TRUCK TRACTOR MACK CX613
03049	TKT	03049 TRUCK TRACTOR MACK CX613
03051	TKT	03051 TRACTOR TRUCK MACK CH613
03057	TKL	03057 TRACTOR TRUCK MACK CH613 LOWBO
03062	TKD	03062 DUMP TRUCK MACK CV713 OX BODY
03063	TKD	03063 DUMP TRUCK MACK CV713 OX BODY
03079	TKD	03079 DUMP TRUCK MACK CV713 OX BODY
03081	TKD	03081 DUMP TRUCK MACK CV713 GRANITE
03084	TKD	03084 DUMP TRUCK MACK CV713 GRANITE (use as off rd)
03086	TKD	03086 DUMP TRUCK MACK CV713 GRANITE
03088	TKD	03088 DUMP TRUCK MACK CV713 GRANITE
03109	TKD	03109 DUMP TRUCK INTERNATIONAL MINI (use as off rd)
03116	TKD	03116 DUMP TRUCK MACK CV713 GRANITE
03155	TKW	03155 DUMP TRUCK (use as off rd)
03156	TKD	03156 DUMP TRUCK (use as off rd)
03160	TKD	03160 DUMP TRUCK
03161	TKD	03161 DUMP TRUCK
03165	TKF	03165 WATER TRUCK
03169	TKW	03169 WATER TRUCK
03171	TKT	03171 TRACTOR TRUCK was ATT165
03173	TKT	03173 TRACTOR TRUCK was ATT167
03174	TKT	03174 TRACTOR TRUCK was ATT168
03175	TKT	03175 TRACTOR TRUCK was ATT160
03176	TKT	03176 TRACTOR TRUCK was ATT156
03177	TKT	03177 TRACTOR TRUCK was ATT158
03178	TKT	03178 TRACTOR TRUCK was ATT157
03179	TKF	03179 WATER TRUCK was AMT 7312
03180	TKT	03180 TRACTOR TRUCK DAY CAB was ATT164
03190	TKT	03190 TRACTOR TRUCK was ATT154
03191	TKT	03191 TRACTOR TRUCK was ATT161

03192	TKT	03192 TRACTOR TRUCK was ATT162
03193	TKT	03193 TRACTOR TRUCK was ATT163
03194	TKT	03194 TRACTOR TRUCK was ATT155
03198	TKF	03198 WATER TRUCK was AMT7120
03199	TKD	03199 DUMP TRUCK (use as off rd)
03200	TKD	03200 DUMP TRUCK (use as off rd)
03201	TKD	03201 DUMP TRUCK (use as off rd)
03202	TKD	03202 DUMP TRUCK (use as off rd)
03203	TKD	03203 DUMP TRUCK (use as off rd)
03204	TKF	03204 WATER TRUCK was AMT376
03205	TKT	03205 TRACTOR TRUCK was AMT7130
03206	TKT	03206 TRACTOR TRUCK was AMT7531
03210	TKT	03210 TRACTOR TRUCK
03211	TKT	03211 TRACTOR TRUCK
03212	TKW	03212 TRACTOR TRUCK (was ATT105)
03214	TKT	03214 TRACTOR TRUCK DAY CAB
03215	TKT	03215 TRACTOR TRUCK
03216	TKF	03216 WATER TRUCK (was AMT355)
03217	TKW	03217 WATER TRUCK (was amt)
03219	TKW	03219 WATER TRUCK (was AMT7110)
03224	TKT	03224 TRACTOR TRUCK TX
03225	TKT	03225 TRACTOR TRUCK TX
03226	TKT	03226 TRACTOR TRUCK TX
03227	TKT	03227 TRACTOR TRUCK TX
03228	TKT	03228 TRACTOR TRUCK TX
03229	TKT	03229 TRACTOR TRUCK TX
03230	TKT	03230 TRACTOR TRUCK TX
03231	TKT	03231 TRACTOR TRUCK TX
03232	TKT	03232 TRACTOR TRUCK TX
03233	TKT	03233 TRACTOR TRUCK TX
03235	TKW	03235 WATER TRUCK MACK TX
03236	TKW	03236 WATER TRUCK MACK TX
03237	TKT	03237 TRACTOR TRUCK MACK (was 7201)
03270	TKF	03270 FLATBED INTERNATIONAL
03283	TKW	03283 WATER TRUCK 4000 GAL (R)
04013	APR	04013 PAVER CAT AP1000B TX
04022	APR	04022 PAVER CAT AP1000D TX
04028	APR	04028 PAVER CAT AP1000E TX
04524	HEM	04524 CHERRY PICKER (15 TON) TX
04525	HEM	04525 CHERRY PICKER(15 TON) CRANE TX
04526	HEM	04526 CRANE (15 TON) TX
04527	HEM	04527 CRANE (30 TON) TX
04530	HEM	04530 CRANE (50 TON) TX
04533	HEM	04533 COLD PLANER MILLING MACHINE TX
04544	HEM	04544 WATER WAGON CAT 621F TX
04545	HEM	04545 WATER WAGON CAT 613C TX
04557	HEM	04557 SOIL STABILIZER/MIXER CAT RM500 TX



04563	HEM	04563 MIXER CAT RM300 TX
04582	HEM	4582 CRANE LINK-BELT RTC-8050 II TX
04589	HEM	04589 MILLING MACHINE ASPHALT TX
04597	HEM	04597 CRANE CRAWLER TX
05012	LOW	05012 LOADER CAT 924G w/FORKS TX
05045	LOW	05045 LOADER CAT 928G TX
05086	LOW	05086 LOADER WHEEL CAT 966H TX
05087	LOW	05087 SKID STEER LOADER TX
05088	LOW	05088 FRONT END LOADER TX
05091	LOW	05091 LOADER WHEEL TX
05092	LOW	05092 LOADER WHEEL CAT TX
05093	LOW	05093 LOADER KOMATSU WA200 TX
05097	LOW	05097 LOADER KOMATSU WA250-6 TX
05098	LOW	05098 LOADER CAT 950H TX
05100	LOW	05100 LOADER CAT was JCL102 TX
05102	LOW	05102 LOADER WHEEL JD TX
05104	LOW	05104 LOADER WHEEL CAT TX
05105	LOW	05105 LOADER WHEEL CAT TX
05106	LOW	05106 LOADER KAWASAKI TX
05108	LOW	05108 LOADER WHEEL CAT 950H TX
05109	LOW	05109 LOADER WHEEL CAT 950H TX
05111	LOW	05111 LOADER WHEEL CAT 938H TX
05113	LOW	05113 LOADER WHEEL CAT 966K TX
05118	LOW	05118 LOADER CAT 938K TX
05122	LOW	05122 LOADER CAT 924H TX
05123	LOW	05123 LOADER WHEEL CAT 950K TX
05125	LOW	05125 LOADER WHEEL CAT 938K QC TX
05130	LOW	05130 LOADER WHEEL CAT 938K QC TX
05148	LOW	05148 LOADER CAT TX
05152	LOW	05152 LOADER CAT TX
05153	LOW	05153 LOADER CAT TX
05154	LOW	05154 LOADER CAT 972H TX
05155	LOW	05155 LOADER CAT 972H TX
06010	BRM	06010 BROOM ROSCO SWEEP PRO TX
06012	BRM	06012 BROOM ROSCO RB48 / R0279 TX
06029	BRM	06029 BROOM TRACTOR CHALLENGER III TX
06033	BRM	06033 BROCE BROOM TX
06037	BRM	06037 BROOM BROCE RTC-350 TX
06038	BRM	06038 BROOM BROCE CR350 TX
08000	TKP	08000 PICKUP CHEVROLET COLORADO TX
08051	TKP	08051 PICKUP CHEVROLET 2500 TX
08060	TKP	08060 PICKUP CHEVROLET EX CAB TX
08076	TKP	08076 PICKUP CHEVROLET 1500 TX
08112	TKP	08112 PICKUP FORD F150 TX
08113	TKP	08113 PICKUP FORD F250 TX
08115	TKP	08115 PICKUP FORD F150 TX
08119	TKP	08119 PICKUP(HECTOR RAMOS) TX

08120	TKP	08120 PICKUP TX
08121	TKP	08121 PICKUP(LEOPOLDO) TX
08122	TKP	08122 PICKUP (BEN) TX
08124	TKP	08124 PICKUP FORD F150 TX
08127	TKP	08127 PICKUP FORD F150 TX
08129	TKP	08129 PICKUP FORD F150 TX
08130	TKP	08130 PICKUP FORD F150 TX
08135	TKP	08135 PICKUP FORD F150 TX
08137	TKP	08137 PICKUP FORD F150 TX
08139	TKP	08139 PICKUP FORD F150 TX
08140	TKP	08140 PICKUP FORD F150 TX
08141	TKP	08141 PICKUP FORD F150 TX
08142	TKP	08142 PICKUP FORD F150 TX
08143	TKP	08143 PICKUP FORD F150 TX
08144	TKP	08144 PICKUP CHEVROLET TX
08146	TKP	08146 PICKUP CHEVROLET TX
08148	TKP	08148 PICKUP CHEVROLET TX
08154	TKP	08154 PICKUP CHEVROLET SILVERADO TX
08155	TKP	08155 PICKUP CHEVROLET 1500 TX
08160	TKP	08160 PICKUP FORD F150 TX
08167	TKP	08167 PICKUP FORD F150 TX
08173	TKP	08173 PICKUP CHEVROLET 1500 TX
08174	TKP	08174 PICKUP CHEVROLET LT1500 TX
08179	TKP	08179 PICKUP FORD F250 TX
08180	TKP	08180 PICKUP FORD F150 TX
08189	TKP	08189 PICKUP FORD F150 TX
08194	TKP	08194 PICKUP FORD RANGER TX
08199	TKP	08199 PICKUP CHEVROLET TX
08200	TKP	08200 PICKUP FORD F150 TX
08201	TKP	08201 PICKUP FORD F150 TX
08212	TKP	08212 PICKUP MAINTENANCE TRUCK TX
08214	TKP	08214 PICKUP FORD F150 TX
08226	TKP	08226 PICKUP FORD RANGER TX
08230	TKP	08230 PICKUP CHEVROLET TX
08248	TKP	08248 PICKUP FORD F150 TX
08249	TKP	08249 PICKUP FORD F150 TX
08258	TKP	08258 PICKUP FORD F150 TX
08264	TKP	08264 PICKUP FORD F150 TX
08266	TKP	08266 PICKUP FORD F150 TX
08267	TKP	08267 PICKUP FORD F150 TX
08268	TKP	08268 PICKUP FORD F150 TX
08514	AUP	08514 MERCURY GRAND MARQUIS TX
08515	AUP	08515 SUBURBAN CHEVROLET SUV TX
08525	AUP	08525 SUBURBAN SUV TX
09016	GRS	09016 GRADER CAT 12G TX
09017	GRS	09017 GRADER CAT 140H TX
09019	GRS	09019 GRADER CAT 140H TX

09020	GRS	09020 GRADER CAT 140H TX
09021	GRS	09021 GRADER CAT 140M TX
09023	GRS	09023 GRADER CAT 140M TX
09024	GRS	09024 GRADER CAT 140M TX
09026	GRS	09026 GRADER CAT 140M TX
09027	GRS	09027 GRADER CAT 140M2 TX
09028	GRS	09028 GRADER CAT 140M2 TX
09030	GRS	09030 GRADER CAT 140M2 TX
09031	GRS	09031 GRADER CAT 140MAWD TX
09033	GRS	09033 GRADER CAT 140M TX
09039	GRS	09039 MOTORGRADER CAT 140M TX
09040	GRS	09040 MOTORGRADER CAT 140M TX
09400	ROT	09400 ROLLER TX
09402	ROV	09402 ROLLER FLAT WHEEL TX
09403	ROV	09403 ROLLER VIB SMOOTH TX
09404	ROV	09404 ROLLER COMPACTOR TX
09405	ROV	09405 54' FOOT COMPACTOR W/ BLADE TX
09406	ROV	09406 ROLLER COMPACTOR TX
09408	ROV	09408 DOUBLE DRUM VIBRATORY COMPACTO TX
09410	ROV	09410 ROLLER DD CAT CB5634DWX TX
09411	ROV	09411 ROLLER DD CAT CB534DXW TX
09412	ROV	09412 ROLLER SINGL DRUM SOIL COMP TX
09416	ROR	09416 ROLLER PNEUMATIC DYNAPAC TX
09418	ROV	09418 ROLLER SMOOTH 84" BOMAG TX
09419	ROV	09419 ROLLER SMOOTH 84" BOMAG TX
09421	ROR	09421 ROLLER PNEUMATIC TX
09422	ROV	09422 ROLLER SINGLE DRUM PAD FOOT TX
09423	ROV	09423 ROLLER SINGLE DRUM TX
09424	ROV	09424 ROLLER SINGLE DYNAPAC CA362D TX
09425	ROR	09425 ROLLER PNEUMATIC TX
09427	ROR	09427 ROLLER DYNAPAC TX
09429	ROV	09429 ROLLER PADFOOT CAT TX
09430	ROV	09430 ROLLER PADFOOT CAT TX
09432	ROV	09432 ROLLER 84" SMOOTH DRUM TX
09435	ROV	09435 ROLLER ASPHALT CB54XW TX
09436	ROV	09436 ROLLER ASPHALT CAT TX
09448	ROV	09448 ROLLER SMOOTH DRUM TX
09449	ROV	09449 ROLLER CAT SD W/ SHELL KIT TX
09454	ROR	09454 ROLLER PNEUMATIC CAT TX
09460	ROV	09460 ROLLER SMOOTH DRUM CAT TX (R)
09462	ROV	09462 ROLLER PADFOOT CAT CP56 TX
09477	ROV	09477 ROLLER SD SMOOTH TX (R)
09485	ROR	09485 DBL DRUM ROLLER (R)
09499	ROV	09499 ROLLER CAT SD TX (R)
09500	ROV	09500 ROLLER PADFOOT TX (R)
09501	ROR	09501 ROLLER PNEUMATIC TX (R)
09504	ROV	09504 ROLLER SD BOMAG TX (R)

10008	MIS	10008 WATER TOWER GLENDALE X
10068	MIS	10068 LIGHT TOWER 3000 SERIES X
10098	MIS	10098 AIR COMPRESSOR 30GAL (w/TKD589) X
10099	MIS	10099 AIR COMPRESSOR 30GAL TKM257 X
10108	MIS	10108 LIGHT TOWER WACKER LTC4L X
10149	MIS	10149 SCREED CONCRETE X
10151	MIS	10151 GENERATOR CAT TX
10165	MIS	10165 CONCRETE FINISHER BIDWELL X
10178	MIS	10178 PIPELASER X
10179	MIS	10179 TRENCH BOX X
10180	MIS	10180 WELDER X
10181	MIS	10181 CONCRETE SAW X
10182	MIS	10182 HYDRAULIC BREAKER X
10183	MIS	10183 WELDER X
10184	MIS	10184 PIPELASER X
10185	MIS	10185 SE3000 PRESSURE WASHER X
10186	MIS	10186 WELDER X
10187	MIS	10187 ICE MAKER W/ASSESSORIES X
10188	MIS	10188 VIBRO DRIVER X
10189	MIS	10189 BEDDING BOX X
10191	MIS	10191 TRENCHER X
10192	MIS	10192 DEMOLITION PROCESSOR X
10193	MIS	10193 HYDRALIC BRAKER X
10194	MIS	10194 FORKLIFT
10195	MIS	10195 TELESCOPIC FORKLIFT TX
10196	MIS	10196 HAMMER HYD X
10197	MIS	10197 4 WHEELER X
10200	MIS	10200 AIR COMPRESSOR X
10202	MIS	10202 BRIDGE FINISHER X
10203	MIS	10203 VIBRA-PLATE X
10204	MIS	10204 VIBRATORY SCREED X
10205	MIS	10205 TRIPLE TUBE PAVER X
10206	MIS	10206 VIBRATORY SCREED X
10207	MIS	10207 SLIPFORM PAVER X
10212	MIS	10212 LIGHT TOWER X
10213	MIS	10213 LIGHT TOWER X
10214	MIS	10214 LIGHT TOWER X
10216	ARB	10216 ARROW BOARD X
10217	ARB	10217 ARROW BOARD X
10219	MIS	10219 GENERATOR XQ1250 TX
10220	MIS	10220 Portable Asphalt Recycling Plant X
10223	MIS	10223 WINDROW ELEVATOR TX X
10227	MIS	10227 WELDER MILLER TX X
10229	MIS	10229 DISC OFFSET TX X
10230	MIS	10230 ROTARY CUTTER TX X
10231	MIS	10231 10' BOX SCRAPER TX X
10234	MIS	10234 LIME SLURRY TANK TX X