

STATE OF TEXAS §

COUNTY OF WEBB §

KNOW ALL MEN BY THESE PRESENTS:

WEBB COUNTY, TEXAS

Construction Contract
Webb County Fairgrounds Parking Lot Improvements - Phase II

This Agreement is made and entered into by and between **WEBB COUNTY**, **TEXAS**, a Political Subdivision of the State of Texas (hereinafter "Owner") and **RRR Sealcoat & Striping LLC** (hereinafter "Contractor").

WHEREAS at the Webb County Commissioner's Court Meeting held on January 30, 2024, the Court, pursuant to Webb County's Invitation to Bid (I.T.B.) Competitive Sealed Proposal (CSP) 2024-002 "Webb County Fairgrounds Parking Lot Improvements – Phase II", and Contractor's responsive proposal, attached hereto as Exhibit "A", awarded this Project to RRR Sealcoat & Striping LLC.

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. <u>DESCRIPTION OF PROJECT:</u> The project consists of constructing parking areas for the existing fairground facility. The scope of work will consist of existing asphalt pavement reconstruction, excavation, embankment, grading, emulsion, flexible base, subgrade preparation, mill and overlay, ADA striping and pavement striping and Contractor MUST complete all construction work and final turnover of completed project no later than February 23, 2024. The work includes 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 Webb County Fairground.
- 3. SCOPE OF WORK: The Scope of Work is set forth in Exhibit B and includes the Base Bid and all Alternates and includes all appurtenances and all incidentals, all labor and materials, as shown and required by the construction documents, which are hereby incorporated by reference. Contractor agrees that all work shall be performed in a good and workmanlike manner and all materials incorporated into the work shall be new materials.
- 4. <u>CONTRACT SUM</u>: In exchange for Contractor's performance of services under this Agreement, Owner shall pay Contractor the following amount(s): <u>Eight Hundred Nine Thousand Six Hundred Fifty-Seven Dollars and Fifty Cents</u> (<u>\$809,657.50</u>). Any and all payments/disbursements by Webb County shall be made payable to contractor based on an numbered and itemized payment application for percentage of completion of the various base bid item(s), less retainage, for the project as agreed to and made by Contractor to Owner, which shall be approved by Mr. J. Carlos Flores, Director, Capital Improvements Program and/or Guillermo Cuellar, P.E., Webb County Capital Improvements Program, after

FILED A DU 20 A4 3:4 P.M.

MARGIE RAMIREZ IBARRA

COUNTY CLERK, WEBB COUNTY, TEXAS

BY FUCULIARY DEPUTY

Construction Contract
Fairground Paving Project (Phase II)
Competitive Sealed Proposal (CSP) 2024-002
Webb County, Owner – RRR Sealcoat & Striping LLC, Contractor

1

- inspecting the progress of completed work and materials on site at the Premises. Said approvals shall not be unduly withheld or delayed.
- 5. Owner shall make final payment (including the costs and expenses incurred due to change order(s) completed during this project and completion of the Work and then release the Five percent (5%) retainage that OWNER previously retained) to Contractor on the day the Project is completed approved and accepted by OWNER. Said approvals shall not be unreasonably withheld or delayed.
- 6. It is hereby expressly acknowledged, consented and agreed to by Contractor that the final payment due for the services rendered pursuant to this Agreement shall not be issued to Contractor until Contractor has submitted a signed and sworn "Final Bills Paid Affidavit" confirming payment to each of its subcontractors, laborers, suppliers, and materialmen in full for all labor and materials furnished to Contractor for or in connection with, renovation of, or repair of improvements on or relating to the subject project/property or any portion thereof, pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code, and that the intentional, knowing, or reckless making of a false or misleading statement in the Affidavit constitutes a criminal offense under said sections cited hereinabove and is a Class A Misdemeanor.
- 7. **RETAINAGE:** OWNER shall withhold from each installment payment to CONTRACTOR a retainage of FIVE (5%) percent. The retainage shall be paid to CONTRACTOR upon final completion of the work. Completion of the work shall be considered final upon acceptance and written approval by OWNER or his designated representative of the project.
- 8. CHANGE ORDERS In the event either party requests a change from the agreed Scope of Work or Quote in this Agreement, a written change order making such a request shall be prepared by Contractor in accordance with the proposed change. If the Owner or a Third-Party Inspector ("Inspector") requests a change be executed, Owner or Inspector shall, in a timely manner, inform Contractor (via email) of the request. Contractor shall then prepare a written change order in accordance with said request and submit to Owner for Owner's approval and signature. As soon as Owner signs the change order approving the proposed change, Owner shall submit, via email, the approved/signed order to Contractor. Contractor shall begin performance in accordance with the change order only after Contractor receives the written and approved/signed change order. If Contractor requests a change order, Contractor shall prepare a written change order, submit it to Owner for its approval and signature, and the resultant change will only begin on the approved change after Contractor receives the signed change order. Change orders may increase the payment the Owner must pay to Contractor. IN NO EVENT SHALL THE TOTAL COST OF CHANGE ORDERS EXCEED TWENTY-FIVE PERCENT (25%) OF THE TOTAL AMOUNT OF THIS AGREEMENT.
- 9. <u>NOTICES/CONTACT PERSONS</u>: Any notice or communication required or permitted t be given hereunder shall be sufficient if sent via electronic transmission to the contact persons for CONTRACTOR and/or OWNER as follows:

To Contractor at:

LeRoy Soliz

RRR Sealcoat & Striping LLC 301 Emerald Lake Dr. Laredo, Texas 78041

(956) 236-2411

To Webb County at:

Mr. J. Carlos Flores

Director

Webb County Capital Improvements 1620 Santa Ursula, 2nd Floor

Laredo, Texas 78040 (956) 523-4054

- **10. DATE OF COMMENCEMENT:** Contractor shall begin construction upon issuance of 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. <u>DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES:</u> The date of final completion of this construction project shall be **no later than February 23, 2024**.
- 13. The time set forth in the proposal for the completion of the Work is an essential element of the Agreement. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the working days specified in the Agreement, together with any additional working days allowed, the amount per day given in Section 15 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 NO LATER THAN FEBRUARY 23, 2024.
- 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 Five hundred dollars (\$500.00) per day for each consecutive calendar day there-in-after the date of Substantial Completion and after the date of Final Completion.

- 16. <u>INSURANCE</u>: Contractor and Subcontractor Insurance: The financial integrity of Contractor is of interest to the Owner, therefore, subject to the right of Contractor to maintain reasonable insurance deductibles in such amounts as are approved by the Owner. Contractor shall obtain and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- (VII) or better by A.M. Best Company (Best's Key Insurance Company Rating Guide, current edition and/or as amended) and/or otherwise acceptable to Webb County/Webb County Risk Manager, the following types and amounts:
 - a. The Contractor shall not commence work under this Agreement until it has obtained all the insurance required and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been so obtained and approved. The Contractor shall procure and shall maintain during the life of his Contract, insurance in the amounts required.
- 17. <u>PAYMENT AND PERFORMANCE BONDS:</u> ***PLEASE BE ADVISED THAT THIS PROJECT REQUIRES BOTH A PAYMENT & PERFORMANCE BOND FROM THE CONTRACTOR. ***
- 18. Contractor shall supply the required Performance/Payment bonds to Webb County within Five (5) days of execution of this Agreement or not later than Two (2) working days prior the date of the scheduled pre-construction meeting which shall be the "DEADLINE" for compliance herewith and which both parties have mutually agreed to as an "Express Condition Precedent" to this contract.
 - a. Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated A-:VII or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) and/or otherwise acceptable to the Owner.
- 19. NOTICE TO PROCEED SHALL NOT BE ISSUED TO THE CONTRACTOR BY WEBB COUNTY WITHOUT THE DELIVERY OF ALL STATUTORILY REQUIRED PERFORMANCE AND/OR PAYMENT BONDS AND PROOF OF ALL REQUIRED INSURANCE POLICIES TO WEBB COUNTY BY CONTRACTOR NOT LATER THAN TWO (2) WORKING DAYS PRIOR THE DATE OF THE SCHEDULED PRECONSTRUCTION MEETING "DEADLINE". FAILURE OF CONTRACTOR TO PROVIDE SAID BONDS AND/OR INSURANCE POLICIES BY THE DEADLINE SHALL CONSTITUTE A DEFAULT OF YOUR CONTRACT AND WEBB COUNTY SHALL AT THEIR SOLE OPTION AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER OR RE-ADVERTISE THIS PROJECT FOR NEW BIDS/PROPOSALS.

- 20. RELATIONSHIP OF PARTIES: Contractor is engaged under this Agreement as an "INDEPENDENT CONTRACTOR" and not as an agent or employee of Owner. Contractor is not entitled to benefits of any kind to which Owner's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Contractor assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Contractor and Contractor's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other party.
- 21. <u>SUCCESSORS AND ASSIGNS</u>: This Agreement may not be assigned or subcontracted, in full or in part, by either party without first obtaining written consent of the other party. The parties shall not be relieved of its full responsibility for completion of work because of subletting of any portion of the work. This Agreement shall be binding upon and shall ensue to the benefit of the parties hereto and their respective successors, transferees, and assigns.
- 22. INDEMNITY: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD WEBB COUNTY, IT'S COMMISSIONERS COURT, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), 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. <u>DEFAULT AND TERMINATION</u>: In the event either party interferes with the general progress of this Project intentionally, or by negligence, or intentional or negligent delay, the non-defaulting party may complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Agreement against the defaulting party, and the defaulting party shall reimburse the non-defaulting Party for any loss sustained thereby.
- 28. <u>ATTORNEY'S FEES:</u> In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees incurred by such other party.
- 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 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. <u>OMISSIONS</u>: 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 Contactor to Webb County and Contractor shall notify the Owner in writing whenever changes occur, and Contractor shall provide the Owner with an updated listing within FIVE (5) working days of upon request for an updated listing. Contractor will immediately notify the Owner in writing of any Subcontractors and/or Materialmen or Suppliers, and all laborers, independent contractors, and/or other such materialmen and/or suppliers services that are discontinued and/or that have been added to their workforce.
- 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. <u>COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES</u>: 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. <u>LEGAL CONSTRUCTION</u>: In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- **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. <u>TIME OF ESSENCE</u>: Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.

38. ADDITIONAL PROVISIONS:

- a. <u>Inconsistencies.</u> Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- b. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
- **c.** <u>No rights created.</u> This Agreement is not intended and does not create any rights or interest in persons not a party hereto.
- d. <u>Confidentiality.</u> Any confidential information provided to or developed by Consultant in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of WEBB COUNTY.
- **e.** <u>Headings.</u> The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- f. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- g. <u>Consequential Damages</u>. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, will-full misconduct, negligent act or omission, or other wrongful act of either of them.

- h. <u>Counterparts.</u> This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- i. <u>Terminology and Definitions</u>. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- j. <u>Rule of Construction.</u> The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

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]

*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).

Nathan R. Bratton

CONTRACTOR

RRR Sealcoat & Striping, LLC

Leroy Soliz Owner

Date: 1/3/ , 2024

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

Competitive Sealed Proposal (CSP) CSP 2024-002

"Webb County Fairgrounds Parking Lot Improvements"

✓Bid Sheet Schedule
Statement of Bidder's Qualifications
Reference Form
Conflict of Interest Form (CIQ)
✔ Certification regarding Debarment (Form H2048)
✓Certification regarding Federal lobbying (Form 2049)
Webb County Code of Ethics Affidavit
VHouse Bill 89 Form
Senate Bill 252 Form
5% Bid Bond (See Section 1.35)
Proof of No Delinquent Tax Owed to Webb County

Webb County Fairgrounds Parking Improvements Project Phase 2- BID SCHEDULE

PAGE 1 OF 5

ITEM NO.	ESTIMATED QUANTITY	ITEM UNIT DESCRIPTION PRICE	TOTAL AMOUNT
1.	1 LS	Mobilization including bonds, travel, mileage, rental equipment, per diem, lodging, insurance, move-in, move-out and related work, complete and in place for	
		\$_50,000.00	\$50,000.00
2.	18,550 SY	Furnish and install Prime Coat (MC-30) over flexible base material (East Parking Area) as per plan/geotechnical report and as per TxDOT Item 300 and Item 340, complete and in place for	1
		\$_3.50	\$ 64,925.00
3.	18,550 SY	Furnish and install 6-Inch Compacted Flexible Base (East Parking Area) TxDOT Type B Gr 1- 2 as per as per TxDOT Item 247-6230, compacted, complete and in place for	
		\$ <u>15.00</u>	\$_278,250.00
4.	18,550 SY	Furnish and install 8-Inch Moisture Conditioned Subgrade (East Parking Area) as per plan, complete and in place for	I
		\$_1.95	\$36,172.50
5.	645 CY	Scarify, Excavation/Embankment, Grading to proposed elevations as per plan, Haul Off and Stockpile all excess material (East Parking Area from project site within County property or at designated locations (< 0.5-mile distance) complete and in place for)
		\$_7.00	\$4,515.00
6.	1 LS	Pavement Striping / Marking over Prime Coat (East Parking Area) as per plan, complete and in place for	1
		\$_30,000.00	\$_30,000.00

PAGE 2 OF 5

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
7.	11,850 SY			
		\$_	3.50	\$ 41,475.00
8.	1 LS		arking over Prime Coat s per plan, complete and	
		\$_	22,000.00	\$_22,000.00
9.	1,050 LF	Furnish and install reir complete as per plan co	nforced silt fencing, complete and in place for	
			\$_7.00	\$_7,350.00
10.	1 LS	Perform all Traffic Co- erection maintenance, required traffic barrica fencing, signage, trafficomplete and in place	des, barrels, reflective c control devices,	g
			\$_3,500.00	\$_3,500.00
11.	28 EA	Furnish and Install 6" complete and in place	Steel Bollards as per pla for	n,
			\$_650.00	\$_18,200.00
12.	1,680 LF	Furnish and Install Uti PVC (Sch 40) Conduit plan, complete and in	s (3' min. depth) as per	
			\$_19.00	\$31,920.00
13.	7 EA	Furnish and Install Uti Future Lighting as per place for		
			\$_950.00	\$6,650.00

PAGE 3 OF 5

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	
14.	1 LS	Perform all Storm Water Pollution Measures, including maintenance, trash, stabilized construction entrance, reflective fencing, signage, etc, complete and in place for		res,	
			\$_6,500.00	\$_6,500.00	
15.	1 LS	Construction Materials Lab Testing (Allowance) as per TXDOT Guide schedule, complete and in place for			
			\$30,000	\$30,000	
16.	1 LS	Utility Adjustments and Relocations (Allowance) as per plan, complete and in place for			
			\$10,000	\$10,000	
		EMS (#1-16) SUBTOTA			
	WRITTEN IN WO	RDS Six hund	Six hundred forty one thousand four hundred fifty seven dolla		
		and 50/1	00		
		Parameter and the second			

PAGE 4 OF 5 ITEM **ESTIMATED ITEM** UNIT TOTAL NO. QUANTITY DESCRIPTION PRICE AMOUNT Additive Alternate #1 1. 6,200 SY Mill and Remove existing asphalt pavement (1' min. depth) as per plan, complete and in place \$ 4.00 \$ 24,800.00 2. 6,200 SY Furnish and install 1.5-Inch HMAC Type D with Tack Coat as per plan and as per TxDOT Item 300 and Item 340, complete and in place for \$ 22.00 \$ 136,400.00 3. Pavement Striping / Marking (Existing Asphalt 1 LS Area) as per plan, complete and in place for \$_5,500.00 \$ 5,500.00 4. 1 EA Manhole Rim Adjustment to grade (existing asphalt area) as per plan complete and in place \$ 1,500.00 \$ 1,500.00 TOTAL ADDITIVE ALTERNATE #1 PRICE ITEMS (#1-4) SUBTOTAL **\$** 168,200.00 WRITTEN IN WORDS One hundred sixty eight thousand two hundred dollars and 0/100---

CONTRACTOR INFORMATION:

SUBMITTED	BY CONTRA	CTOR.	RRR Sealcoat &	& Striping, LLC

_LeRoy Soliz

NAME

SIGNATURE President
TITLE

 301 Emerald Lake Dr.
 Laredo, Texas
 78041

 ADDRESS
 CITY/STATE
 ZIP CODE

(956) 236-2411

TELEPHONE NUMBER

FAX NUMBER

NOTE:

THE OWNER RESERVES THE RIGHT TO AWARD CONTRACTS FOR ALL OR SOME OF THE WORK LISTED IN THE BID SCHEDULE. ALL PROPOSED ITEMS WILL BE PAID FOR WHEN COMPLETE IN PLACE, TESTED, APPROVED BY THE ENGINEER AND ACCEPTED BY THE OWNER. ALL CONSTRUCTION DEBRIS AND OTHER CONSTRUCTION MATERIALS ARE TO BE CLEARED FROM SITE AND RESTORED AS REQURIED. CONTRACTOR SHALL ADHERE TO ALL STORM WATER POLLUTION PREVENTION PRACTICES, TRAFFIC CONTROLS (SIGNS, BARRICADES, CONES, ETC) AND ENVIROMENTAL PRACTICES. ALL ITEMS ON PLANS AND/OR SPECIFICATIONS THAT ARE NOT SPECIFICALLY SHOWN OR ITEMIZED ON THE BID SCHEDULE SHALL BE CONSIDERED SUBSIDIARY TO EACH UNIT ITEM AND NO SEPARATE PAY. CONTRACTOR IS REQUIRED TO INCLUDE IN HIS BID ALL COSTS FOR PERMITS AND FEES ASSOCIATED WITH THE PROJECT. ALL BID ITEMS SHALL INCLUDE ANY ADDITIONAL WORK REQUIRED FOR THE INSTALLATION OF THE ITEMS IDENTIFIED ON THE DESIGN AND AS REPRESENTED ON THE PLANS. IT IS THE REPSONSIBILTY OF THE BIDDER TO REVIEW THE PLANS/SPECIFICATIONS AND VISIT THE PROJECT SITE PRIOR TO SUBMITTING THE FINAL BID.

Webb County, Texas

Webb County Fairground Parking Improvement Project – Phase 2

SPECIAL PROVISIONS

Preface:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2014, as amended and augmented by the Supplemental Specifications following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the Texas Department of Transportation modifying or supplementing said "Standard Specifications", such as Standard Supplemental Specifications, Special Provisions (by the Department), Notice to Bidders, etc. do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Supplemental Specifications herein contained.

References to "Proposal" have been changed to "Bid" in the County's documents for this contract, including many standard TxDOT terms such as "Examination of Site Work and Bid (Proposal)". This shall be accounted for when working contract documents prepared by the County with those standards prepared by TxDOT.

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2014.





301 Emerald Lake Drive Laredo, Texas 78041 (956)236-2411 lee@rrrsealcoat.com

RRR opened its doors in July of 2014. With an idea of providing solutions for clients involving their parking lots and other paving maintenance, owner LeRoy Soliz set out to help clients around South Texas. LeRoy's background includes over 15 years of experience in the asphalt paving industry. Growing up in a paving company with his father, brother, uncles and cousins, LeRoy has helped numerous clients such as Werner Enterprises, LISD, UISD, BP Newman Investments, GreyStar Properties, HEB, Wal-Mart, TBD Properties, Aquero Properties, AmStar Contractors and even the US Government. Triple R concentrates on sitework, asphalt paving, concrete paving, sealcoat, striping, thermoplastic, hydroseeding, fencing and other general trades.

Past Experience with LISD includes being subcontracted by Azar Services in 2018 to complete sealcoating and striping on 29 LISD campuses. Along with this we completed a striping re-structure to accommodate more parking spaces for the LISD Transportation Facility off Springfield Ave. with Esteban Rangel.



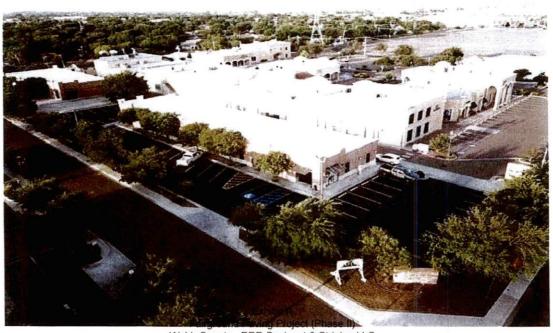
Fairground Paving Project (Phase II)
Webb County - RRR Sealcoat & Striping LLC
Page 8 of 28





Fairground Paving Noyeu (Phase II)
Webb County - RRR Sealcoat & Striping LLC
Page 9 of 28





Webb County - RRR Sealcoat & Striping LLC Page 10 of 28

References Form

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE
Government/Company Name: Laredo Independent School District
Address:900 E. Lyon St., Laredo, Texas 78041
Contact Person and Title: Charlie Ibarra - District Architect
Phone: (956) 645-3570 Fax:
Email Address: jcibarra@laredo.org Contract Period:
Description of Professional Services Provided: Sitework, Asphalt Paving, Concrete Paving, Grading, Underground
Utilities, Earthwork, Curb & Gutter, Sidewalks, Sealcoating, Striping
REFERENCE TWO
Government/Company Name:GG Salinas Enterprises
Address: 5904 West Dr., Suite 12, Laredo, Texas 78041
Contact Person and Title: Gerry Salinas Jr. / Owner
Phone:(956) 763-0736
Email Address: gsalinas ggsalinas@sbcglobal.net Contract Period:
Description of Professional Services Provided: Sitework, Asphalt Paving, Concrete Paving, Grading, Striping,
Underground Utilities, Hauling

REFERENCE THREE
Government/Company Name: STX Coyote, LLC
Address: 1320 S. Meadow, Laredo, Texas 78046
Contact Person and Title: Stephen Hausser / Partner
Phone: (210) 998-9982 Fax:
Email Address: stephen@ggsalinasenterprises.com Contract Period:
Description of Professional Services Provided: Land Clearing, Sitework, Asphalt Paving, Underground Utilities,
Grading, Hauling
December 5
REFERENCE Four
Government/Company Name: Housing Authority of the City of Laredo
Address: 2000 San Francisco, Laredo, Texas 78040
Contact Person and Title: Valeria De Leon
Phone: _(956) 722-4521, ext. 1210 Fax:
Email Address: vcabello@larha.org Contract Period:
Description of Professional Services Provided: Sitework, Asphalt Milling, Asphalt Paving, Striping

REFERENCE Five Government/Company Name: Falcon International Bank Address: 801 Matamoros St., Laredo, Texas 78040 Contact Person and Title: Natalie Hernandez / Construction Phone: (956) 324-0018 _____ Fax: _____ Email Address: nhernandez@falconbank.com Contract Period: Description of Professional Services Provided: Asphalt Paving, Asphalt Milling, Sitework, Striping **Additional pages are permitted if more space is required**

Space intentionally left Blank

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
N/A	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information is being disclosed.	
N/A	
Name of Officer	
Describe each employment or other business relationship with the local government offic officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attach CIQ as necessary.	the local government officer.
A. Is the local government officer or a family member of the officer receiving or like other than investment income, from the vendor?	xely to receive taxable income,
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment if of the local government officer or a family member of the officer AND the taxable in local governmental entity?	
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 ma other business entity with respect to which the local government officer serves as an of ownership interest of one percent or more.	
N/A	
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(a)(a)(b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	of the officer one or more gifts 03(a-1).
7-24	
Signature of vendor doing business with the governmental entity 01/26/24 Da	ate

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

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - (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.
- 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 subcontract	ors under thi	is 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 form participation in this contract by any federal
department or agency or by the State of Texas.

The potential contractor is unable to certify to one or more of the terms in this
certification. In this instance, the potential contractor must attach an explanation for
each of the above terms to which he is unable to make certification. Attach the
explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
RRR Sealcoat & Striping, LLC	81-3272893	
J-24	_	01/26/24
Signature of Authorized Representative		Date
LeRoy Soliz / 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 peen paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

	subawards at all tiers (including sub ns, and cooperative agreements) a close accordingly.	
Do you have or do you anticipate ☐ Yes ☑ No	having covered subawards under the	is transaction?
Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
RRR Sealcoat & Striping, LLC.	81-3272893	
Name of Authorized Representative	Title	
LeRoy Soliz	President	
Signature – Authorized Represent	01/26/ tative D	24 ate

3. The undersigned shall require that the language of this certification be included in the

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

STATE OF TEXAS	*	VNOW ALL MEN DV	THESE PROCESURE	
COUNTY OF WEBB	*	KNOW ALL MEN BY	THESE PRESENTS:	
respective company/entity	fiant", who is nd upon his/her res y, do hereby state t	a resident of <u>Web</u> spective oath, either indiv hat I have personal know		ir S,
confirm that I have review obligations and/or condi- County, Texas as set fort	wed and agree to j itions as required h in the Webb Cou	fully comply with all the to be a qualified parti unty Purchasing Code of	ny company/entity do hereb terms, duties, ethical polic cipating vendor with Web Ethics Policy posted at th urchasingEthicsPolicy.pdf	y b e
further acknowledge, agr Texas on any active solici comply with the Code of E debarment or make void n to communicate with the regarding this policy to e	ee and understand itation/proposal/qu Thics policy may re ny contract awarde Purchasing Agent nsure full complian	d that as a participating talification that I and/or we sult in my and/or my comed to me, my company/ent or his designees should Ince by contacting the Welling	ny company/entity do hereby vendor with Webb County with Webb County my company/entity failure to pany/entity disqualification ity by Webb County. I agree have questions or concernable County Purchasing Depart to Purchasing Agent to the county Purchasing Agent Purchasin	v, o n, ee ns t.
Executed and dated this _	26th day of	January , 20	24.	
Signature of Affiant				
LeRoy Soliz / RRR Sealcoa Printed Name of Affiant/0	at & Striping, LLC. Company/Entity	-		
SWORN to and subscribe	ed before me, this _	26th day January	, 2024	
		NOT RY PUBI	Line S Chavaria Lic, state of texas	2
	Webb County - R	Exhibit A aving Project (Phase 1)	JACQUELINE SOLIZ CHAVARRIA Notary Public, State of Texas Comm. Expires 01-11-2027 Notary ID 130047117	

Offeror: Complete & Return this Form with Response Submission.

House Bill 89 Verification

l,	LeRoy Soliz	, the	undersigned	representative	of (com	pany or	business
nam	/	Sealcoat & Striping, LLC.			4		
		s company) being an a					
		ed notary, do hereby			hat the con	npany nam	ned above,
und	er the provisions of S	Subtitle F, Title 10, Gov	vernment Code	Chapter 2270:			
1. L	Does not boycott Israe	el currently; and					
2. V	Vill not boycott Israel	during the term of the	contract.				
Purs	suant to Section 2270	0.001, Texas Governm	nent Code:				
1.		eans refusing to deal					
		penalize, inflict econo					
		y doing business in Is	srael or in an Is	raeli-controlled t	erritory, but	t does not	include an
action	on made ordinary bus	siness purposes; and					
	Voltables Sales						
2.		ns a for-profit sole pro					
		tnership, limited liabili					
		ority-owned subsidiar	y, parent com	pany or affiliate	of those	entities or	r business
ass	ociation that exist to r	make a profit.					
	I P	1					
	422	_					
Sigr	nature of Company R	epresentative					
	01/26/24						
Date	9						
On	this 26th day of	January , 20	24, persona	ally appeared			
	LeRoy Soliz			e above named		ho after by	y me
beir	ng duly sworn, did s	swear and confirm th	at the above i	s true and corre	ct.		
	The section of the se						
		\bigcap		7 -		et .	
Not	ary Seal	_ ()(1)	aulue	Chavar	ruw		
III.	JACQUELINE SOLIZ CHAVARRI	Notary Signat	ure)			
Pugin	Notary Public, State of Tex	as	2242				
₹ .0	Comm. Expires 01-11-202	01/26/24					
FIETH	Notary ID 130047117	Date					

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

SB 252 CHAPTER 2252 CERTIFICATION	ON I, LeRoy Soliz	, the
undersigned representative of RRR Se	alcoat & Striping, LLC.	(Company or business
name) being an adult over the age of eighte	en (18) years of age, pursuant to Texa	is Government Code, Chapter
2252, Section 2252.152 and Section 2252.1	53, certify that the company named about	ove is not listed on the website
of the Comptroller of the State of Texas co	encerning the listing of companies that	t are identified under Section
806.051, Section 807.051 or Section 2253.1		
a contract that is on said listing of companie		
business with Iran, Sudan or any Foreign T	and the second s	
III, Webb County Purchasing Agent at (956)	523-4125 or via email at joel@webbc	ountytx.gov
LeRoy Soliz	Name of Company Representative (F	Print)
7-20		
7600	Signature of Company Representative	re
2.12.12.1		
01/26/24	Date	



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we RRR :	Sealcoat & Striping, LLC.	
301 Emerald Lake Dr., Laredo, TX 78041		,
as principal, hereinafter called the Principal, and Granite a corporation duly organized under the laws of the State of and firmly bound unto Webb County	Re, Inc., 14001 Quailbrook Drive, Oklahoma City, O of Minnesota as Surety, hereinafter called the Surety, a	K 73134, are held
1620 Santa Ursula, 2nd Floor, Laredo, TX 78040		
as Obligee, hereinafter called the Obligee, in the sum of *	Five Percent of Bid Amount (5%)	****
for payment of which sum well and truly to be made, the s executors, administrators, successors and assigns, jointly	aid Principal and the said Surety, bind ourselves, our and severally, firmly by these presents.	heirs,
WHEREAS, the Principal has submitted a bid for		
Project: Webb County Fairgrounds Parking Improveme	nts Project, Phase II	
Bid Date: 01/26/2024		
The conditions of this Bond are such that if the Obligee accepts within such time period as may be agreed to by the Obligee a Obligee in accordance with the terms of such bid, and gives Documents, with a surety admitted in the jurisdiction of the Projet of such Contract and for the prompt payment of labor and mate difference, not to exceed the amount of this Bond, between the Obligee may in good faith contract with another party to perform otherwise to remain in full force and effect. The Surety hereby wextend the time in which the Obligee may accept the bid. Waive (60) days in the aggregate beyond the time for acceptance of the an extension beyond sixty (60) days. When this Bond has been furnished to comply with a statutory this Bond conflicting with said statutory or legal requirement is	and Principal, and the Principal either (1) enters into a continuous bond or bonds as may be specified in the bidding ect and otherwise acceptable to the Obligee, for the faithful erial furnished in the prosecution thereof; or (2) pays to the he amount specified in said bid and such larger amount for the work covered by said bid, then this obligation shall be reviewed any notice of an agreement between the Obligee and or of notice by the Surety shall not apply to any extension exceptions, and the Obligee and Principal shall obtain the Surety's or other legal requirement in the location of the Project, any	ract with the or Contract performance Obligee the or which the full and void, d Principal to beeding sixty is consent for a provision in
statutory or other legal requirement shall be deemed incorpo construed as a statutory bond and not as a common law bond.		
Signed and sealed this 01/26/2024		
	RRR Sealcoat & Striping, LLC.	
	オーン	
Witness	Title	(SEAL)
		,,
	Granite Re, Inc.	
	So whitty for	
	Kenneth D. Whittington, Attorney-in-Fact	(SEAL)

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)		
)	SS:	
COUNTY OF OKT ATTOMA	1		



On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires: April 21, 2023 Commission #: 11003620



Retrang & alreal

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOI.VED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this November 7, 2022



Kyle P. McDonald, Assistant Secretary

GR-40 Ed. 01-22

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name LeRoy Soliz County.	owes no delinquent property taxes to Webb
RRR Sealcoat & Striping, LLC. (Business Name)	owes no property taxes as a business in Webb County.
RRR Sealcoat & Striping, LLC. (Business Owner)	owes no property taxes as a resident of Webb County.
Jacqueline Soliz Chavarria Person who can attest to the above in	formation
	IENT AND PROOF OF NO DELINQUENT TAXES TO
me (or proved to me on the oath of	ay personally appeared LeRoy Soliz, know to known to me to be the person whose name ent and acknowledged to me that he executed the same for the pressed.
Given under my hand and seal of off	fice this 26th day of January 20 24.
Notary Public, State of Texas	
My commission expires the <u>26th</u> d	ay of January 2024. (Print name of Notary Public here) JACQUELINE SOLIZ CHAVARRIA Notary Public, State of Texas Comm. Expires 01-11-2027 Notary ID 130047117



CSP 2024-002 Webb County Fairgrounds Parking Lot

Improvements - Phase II

Issue Date: 1/13/2024

Questions Deadline: 1/19/2024 05:00 PM (CT) Response Deadline: 1/26/2024 04:30 PM (CT)

Contact Information

Contact: Mr. Juan Guerrero Contract Administrator

Address: 1110 Washington St.

Suite 101

Laredo, TX 78040

Phone: (956) 523-4149

Email: juguerrero@webbcountytx.gov

Event Information

Number:

CSP 2024-002 Webb County Fairgrounds Parking Lot

Title:

Improvements - Phase II

Type:

Competitive Sealed Proposal

Issue Date:

1/13/2024

Question Deadline:

1/19/2024 05:00 PM (CT) Response Deadline: 1/26/2024 04:30 PM (CT)

Notes:

Download All Attachments Please upload your response documents in the

"Response Attachments" tab before completing your submission.

Bid Activities

Pre-Proposal Meeting

1/18/2024 9:00:00 AM (CT)

A Pre-Bid meeting will be held on January 18, 2024 at 9 am (CT) at the Webb County Fairgrounds Facility located off US 59, 6010 E. Saunders, Laredo, TX 78041.

Bid Attachments

CSP 2024-002 Webb County Fairgrounds Parking Lot Improvements.pdf

Download

CSP 2024-002

Fairgrounds Parking-Civil Prel Plans-PHASE 2-reduced.pdf

Download

Plans

Qualifications Statement.pdf

Download

Qualifications Statement

Additional Forms.pdf

Download

Additional Forms

General Affidavit Purchasing Ethics.pdf

Download

Fairground Parking Improvements Phase2-Bid Schedule and Project Governing Specs.pdf

Download

Bid Schedule

Supplier Information	
Company Name:	RRR SEALCORT & STRIPING, LLC.
Contact Name:	LEROY SOUZ
Address:	
	LARFDO, TX 7804
Dhana	
Phone:	(956) 236 -2411
Fax: Email:	
Email.	
Supplier Note	es .
-	
By submitting your response, you certify that you are authorized to represent and bind your company.	
LEROY !	Sour February
Print Name	Signature

CONSTRUCTION PLANS FOR

WEBB COUNTY FAIRGROUNDS PARKING IMPROVEMENT PROJECT PHASE 2

WEBB COUNTY, TEXAS

WEBB COUNTY, TEXAS

1000 HOUSTON STREET LAREDO, TEXAS 78040

CLIENT INFORMATION:



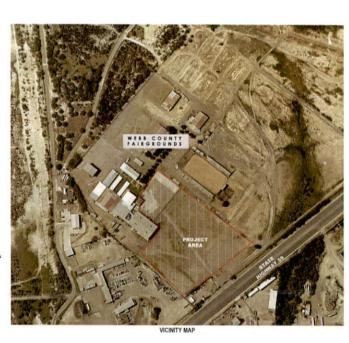
WEBB COUNTY, TEXAS

WEBB COUNTY JUDGE

HONORABLE TANO E. TIJERNIA

COUNTY COMMISSIONERS

PRECINCT 1 PRECINCT 2 PRECINCT 3 PRECINCT 4 JESSE GONZALEZ ROSAURA "WAWI" TIJERNIA JOHN GALO RICARDO A. JAIME



INDEX OF SHEETS

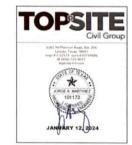
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SHEET DESCRIPTION:

COVER SHEET

C1.0



GENERAL NOTES

- 1 PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL ENSURE THAT THE NOTICE OF INTENT (NO.1) HAS BEEN FILLED AND POSTED ONSITE
- 2 CONTRACTOR SHALL INSTALL STORM WATER POLLUTION PREVENTION CONTROLS PRIOR TO ANY SITE PREPARATION WORK IDEMOLITION, EXCAVATION
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEMOLITION AND THE PROPER REMOVALIDISPOSAL OF SURPLUS EXCAVATED AND/OR DEMOLISHED MATERIAL AND ALL ABOVE GROUND ITEMS INCLUDING BUT NOT LIMITED TO FENCES, IRRIGATION HARDWARE TREES, TRASH AND MISCELL AMEDIUS DEBRIS.
- 4 CONTRACTOR SHALL CONTRACT ALL UTILITY COMPANES TO LOCATE THE ENSING FACILITIES. CONTRACTOR IS RESPONSIBLE FOR COCROMATION WITH ALL FOR THE CONTRACTOR OF T
- NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL THE PERMITTING AUTHORITIES
- 6. NECESSARY BARRICADES, SUFFICIENT LINES, SIGNS, AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC, SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE MANUAL ON LINFORM CONTROL DEVICES AND MINITAINED AT ALL TIMES GA HOURS PER CAY) DURING THE CONSTRUCTION PROCESS.
- 7. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING FACILITIES FROM DAMAGE AND COST TO REPAIR EXISTING FACILITIES AND IMPROVEMENTS. AS A RESULT OF THE CONTRACTOR'S WORK ANY EXISTING PAYEMENT, CURBS, BULLIMO, SIGNS, SIDEMALKS, WALLS, FENCES, UTILITY INFRASTRUCTURE. TREES ETC. DAMAGED OR REMOVED WILL BE REPAIRED BY THE CONTRACTOR AT IN SIZE EXPENSE.
- 8 CONTRACTOR SHALL INCLUDE IN HIS BID THE REQUIRED ADJUSTMENT OF ALL VALVES, VALVE COVERS, MANHOLE LIDS, FIRE HYDRANTS, CLEANOUTS, AND MY OTHER MISC UTILITY ITEM WHETHER SHOWN ON THESE PLANS OR NOT
- 9 THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE THESE PLANS IS APPROXIMATE AND HAS BEEN UPON AVAILABLE RECORD INFORMATION AND MAY NOT MATCH LOCATIONS AMOOR OPPINS ENCOUNTERED IN THE FIELD THE CONTINCTOR SHALL CONTINCT EACH HONOR UTILITY LOCATIONS AND OPPINS FOR TO BEGINNING ANY CONSTRUCTION CONTINCTION SHALL HELD VEREY LOCATIONS AND OPPINS OF ALL UTILITY CROSSING (BOTH VERTICALLY AND HORZONTALLY) PROPR TO BEGINNING ANY CONSTRUCTION. AN INCOMPLETE CONTINCTION AND CONTINCTION SHALL UTILITIES THAT MAY BE ENCOUNTERED ON THE PROJECT AND ISSTED BELOW.

TEXAS ONE CALL SYSTEM 1-800-945-4545 OR CALL 811
SOUTH-MESTERN BELL LOCATION GROUP AT 1-800-828-5127
LONESTAR NOTIFICATION COMPANY AT 1-800-828-5127
TEXAS EXCAVATION SAFETY SYSTEM GROUP (DIGITEES) AT 1-800-344-8377 TEMAS EXAVATION SMETT SYSTEM DIRGUT (DISTERS) AT 1805-34-8277
LARGEO WHERE DITTINES GENERATION, (DESCO & ALMANS, 685), 721-7400
ALREOD WHERE DITTINES GENERATION, (DESCO & ALMANS, 685), 721-7400
ATAT. JENNEER SEGURA (1986), 72-741; 1-800-345-6000, (LOCATES)
ATAT. JENNEER SEGURA (1986), 72-741; 1-800-345-6000, (LOCATES)
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CONTERPONT ENERGY, 7001. PENA (686), 72-5-684
COP MIGSTERAN, HEGTOR SARIO, (1986), 72-7-711; (1986), 285-27-41

10. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EMST IN THE MIGHTY OF THE CONSTRUCTION AREA. THE EXACT LOCATIONS OF LINGERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL CONTRICT THE APPROPRIETE RAPE UTILITY COMPANIES FOR EXACT LOCATIONS AT LEAST AN HOUSE PRIOR TO CONSTRUCTION OR COMMENSION ON TWO WIND OS AS TO PREVENT ANY DAMAC OR INTERFERENCE WITH PRESENT UTILITIES

11 DURING THE EXECUTION OF THE WORK, UTMOST CARE SHALL BE EXERCISED TO PREVENT DAMAGED TO ANY UTILITIES, STRUCTURES OR RIGHT-OF-WAY THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING, LOCATING AND PROTECTING ALL UNDERSHORMULTHES OR STRUCTURES ANY DAMAGE TO EXISTING UTLIFIES OR STRUCTURES SHALL BE REPAIRED FROM THE THE THE THE CORRESPONDING UTLIFIES OR STRUCTURES ANY DAMAGE TO EXECUTIVE AND ARE IN CONTRACTOR WITH THE WORK THE CONTRACTOR SHALL CONTRACT THE EMPIRICE AND ARE IN CONTRACTOR ADJUSTMENTS.

12 CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENT VIRETAINED EMBLOYEE STRUCTURAL DESIGNADE/DECIDION PLARETY EQUIPMENT CONSULTANT LE TO CONTINACTOR AMOUNT CONTINACTOR SINCEMENDERLY REPORTED DAMP CIVES STRUCTURAL DESIGNATION CONTINUENCE. AND AT THE ANY, SHALL REVIEW PRESS PLAN AND A VALUE ARE GEOTO-MOCIAL INFORMATION AND THE ANTIOPATED INSTALL ARON STEED WITHIN THE PROJECT OF MORE AREA IN ORDER TO DEVILLOP THE CONTINACT OF SINCEMENT THE PROJECT DESIGNATION THE CONTINACT DOCUMENTS. THE CONTINACT DOCUMENTS THE CONTINACT DAMP ASSAULT MAY ASSAULT AND ASSAULT

13 CONTRACTOR SHALL COORDINATE AND PAY FOR ALL PROJECT CONSTRUCTION MATERIALS TESTING

- 14 CONTRACTOR SHALL ADJUST AND/OR SAW-CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE
- 16 THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE RIGHT-OF-WAY WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION AREAS FROM DAMAGE CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES VEGETATION AND OTHER NATURAL SURROUNDING CONTRACTOR AT HIS SERVINES SHALL RESTORE TO ANY AREAS DISTRIPED OR SA PERSUR OF HIS OPERSON SHALL RESTORE TO ANY AREAS DISTRIPED OR SA PERSUR OF HIS OPERSON SHALL PESTORE TO ANY AREAS DISTRIPED OR SA PESTUR OF HIS OPERSON SHALL RESTORE TO ANY AREAS DISTRIPED OR SA PESTUR OF HIS OPERSON SHALL RESTORE TO ANY AREAS DISTRIPED OR SA PESTUR OF HIS OPERSON SHALL RESTORE TO ANY AREAS DISTRIPED OR SA PESTUR OF HIS OPERSON FOR CONTRACTOR AND ANY AREAS DISTRIPED OR SA PESTUR OF HIS OPERSON FOR CONTRACTOR AND ANY AREAS DISTRIPED OR SA PESTUR OF HIS OPERSON FOR CONTRACTOR AND ANY AREAS DISTRIPED OR SA PESTUR OF HIS OPERSON FOR CONTRACTOR OF THE PERSON FOR THE PERSON THAN THAT PRESENT PROR TO HS CONTRACT EXSTING STREET SIGNS SHALL RESET AS REQUIRED, NO SEP PAY

17. RIGHT-OF-WAY LINES SHOWN ARE SOLELY FOR REPRESENTATION. THESE PLANS DO NOT ATTEMPT TO REFESTABLISH OR CONFIRM ANY PROPERTY OR

- 18. SURVEY GPS COORDINATES BIAD 83. TEXAS STATE PLANE 4205. SOUTH ZONE) FOR PROPOSED IMPROVEMENTS.
- 19. IF ANY OVERHEAD OR UNDERGROUND ELECTRICAL LINES NEED TO BE DE-ENERGIZED, THE CONTRACTOR SHALL CALL THE POWER COMPANY TO DO THIS WORK, ANY COST ASSOCIATED WITH DE-ENERGIZING THE ELECTRICAL LINES AND/OR ANY OTHER PROTECTIVE MEASURES REQUIRED SHALL BE AT THE CONTRACTOR'S EVENINE.
- 20 ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS PROJECT WHERE NOT SPECIFICALLY COVERED ON THESE PLANS OR THE SPECIAL TECHNICAL SPECIFICATIONS SHALL CONFORM TO ALL APPLICABLE OFF OF LINEDOS STANDARD TECHNICAL SPECIFICATION MANUAL, DIVIS THIS PRIVEN SOCIETION CONTROL SPECIFICATIONS AND ALL ASSESSMENT (EARLING) SECRECIATION, MANUAL DIVIS DIVINION CONTROL SPECIFICATION MANUAL, DIVIS DIVINION CONTROL SPECIFICATION MANUAL, DIVIS DIVINION CONTROL SPECIFICATION MANUAL, DIVIS DIVINION CONTROL SPECIFICATION MANUAL DIVISION CONTROL SPECIFICATION CONTROL S
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE POSSIBLE PRESENCE OF UNDERGROUND UTILITIES ON THE RIGHT OF WAY ON THIS PROJECT. IT IS THE RESPONSIBILITY THE CONTRACTOR TO CALL LOCATION OF UTILITIES 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
- 22. APPLY ALL PAVEMENT MARKINGS IN ACCORDANCE WITH THE TEXAS MUTCD PLANS AND AS DIRECTED/APPROVED BY THE ENGINEER.
- 23. REMOVE MATERIALS LARGER THAN 4 INCHES IN SIZE WITHIN THE CONSTRUCTION LIMITS AND NOT INCORPORATED IN THE PROJECT.
- 24. RETAIN, STORE AND DELIVER ANY MATERIALS REMOVED AND NOT REUSED AND DETERMINED TO BE SALVAGABLE/STORAGE YARD AS DIRECTED BY THE ENGINEER OR DISTRICT OF IVER LINDAMAGED ITEMS TO THE DISTRICT STORAGE VARD AS REQUIRED
- REGULATE ALL CONSTRUCTION TRAFFIC AS TO CAUSE MINIMUM OF INCONVENIENCE TO THE PUBLIC OR DISTRICT EMPLOYEES. PROVIDE A SAFE AND CONVENIENT ACCESS
- UPON COMPLETION OF THE WORK ON EACH CAMPUS, THOROUGHLY CLEAN ALL CONSTRUCTION MATERIALS, SWIEP ALL EXCESS ROCK AND RESTORE ALL DELIVERY SITES TO URAL CONDITIONS OR SATISFACTORY OF THE ENGINEER PRIOR TO FINAL ACCEPTANCE OR REMOVAL OF THE BARRICADES.
- 27. THE CONTRACTOR SHALL MAINTAIN EACH SITE FREE OF TRASH, CONSTRUCTION DEBRIS AND SURPLUS MATERIALS.
- 28. REMOVE EXCESS AGGREGATE MATERIAL WITHIN THE CONSTRUCTION LIMITS AND NOT INCORPORATED INTO THE CONSTRUCTION FROM THE PROJECT AND DISPOSE OF IT IN A PROPER MANNER ACCEPTABLE TO THE ENGINEER. THIS WORK WILL NEED TO OCCUR PRIOR TO THE JOB BEING ACCEPTED AND WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIANT TO THE WANDOUS BUT BEING.

- 29. DEPENDENT UPON WEATHER CONDITIONS AND OR SEASON OF APPLICATION THE ENGINEER WILL DIRECT THE ASPHALT TYPE TO LITE OF 25. DEPENDENT OF ON WEATHER CONDITIONS AND OF SESSION OF APPLICATION TRE ENGINEER MALE DIRECT THE ADJUST, I THE TO UTILIZE. SEPHALT AND AGRIGATE RATES ARE FOR ESTIMATION PURPOSES ONLY AND MAY BE ADJUSTED BY THE ENGINEER DEPENDING ON THE MATERIAL USED, KEEP AGGREGATE RATE TO A MINIMUM AS DIRECTED BY THE PROMIETER, ALLOW A MINIMUM 24 HOUR CURING PERIOD ON THE EVENT EMULSIONS ARE ISLD BEFORE PRACING ANY SUBSEQUENT ASPHALT COURSES 30. TAKE PRECAUTIONARY MEASURES TO AVOID DRIFTING OF ASPHALT ON TO TRAFFIC AND ADJACENT PROPERTIES WHEN LISING LATEX ASPHALT
- . THE ENGINEER WILL APPROVE THE LOCATION OF AGGREGATE STOCKPILES. PLACE THE AGGREGATE AT A LOCATION WHERE IT WILL BE FREE OF EXCESS SURFACE MOISTURE, AS TERMINION BY THE ENGINEER BEFORE APPLICATION.
- 32. FLUX OIL OR EMULSIONS MAY BE USED FOR PR-ECOATING ERA AND ERA TRAP ROCK BLENDS. DBY THE PRECOATED AGGREGATE TO THE SATISFACTION OF THE ENGINEER WHEN EMULSIONS ARE USED AS THE PRECOAT MATERIAL IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR/PRODUCER TO PROVIDE ADEQUATE DRYING AND MINIMUM CURING PERI BEFORE DELIVERY OF THE AGGREGATOR TO
- 33. THE ENGINEER RESERVES THE RIGHT TO REJECT ANY PRE-COATED AGGREGATE WHICH IS IMPROPERLY COATED OR OTHERWISE UNSATISFACTORY FOR USE. IF THE AGGREGATES TO BE PRECOATED ARE FOUND TO HAVE STRIPPING CHARACTERISTICS, THE ENGINEER MAY REQUIRE THE ADDITION OF AN ANTI-STRIPPING AGENTS. ADD 1% HYDRATED LIME BY WEIGHT TO AGGREGATE WHEN CHOOSING LIME AS AN ANTI-STRIPPING AGENT. LIME NEEDS TO MEET DMS-6350 REQUIREMENTS AND IS TO BE CONSIDERED SUBSIDIARY TO THIS ITEM.

34. ENSURE THAT THE ASPHALT USED FOR PRE-COATING THE AGGREGATE AT THE PLANT AND THE ASPHALT USED FOR THE SURFACE TREATMENT AT THE PROJECT SITE WILL NOT RESULT IN A REACTION THAT MAY ADVERSELY AFFECT THE BONDING OF THE AGGREGATE AND ASPHALT DURING THE SURFACE TREATMENT OPERATION.

- 35. PRE-COATED AGGREGATED THAT DO NOT FLOW QUALITIES AND CAN NOT BE SATISFACTORY SPREAD BY APPRIOUSD MECHANICAL SPREADING DEVICES ARE NOT ACCOUNT. 36. STOCKPILES OF AGGREGATE PRE-COATED WITH AC MAY GENERATE EXCESSIVE HEAT BUILD-UP RESULTING IN DAMAGE TO THE ASPHALT AND/OR AGGREGATES IF ADEQUATE COOLING HAS NOT BEEN INITIALLY PROVIDED STOCKPILES SHOWING EVIDENCE OF EXCESSIVE HEAT BUILD-UP CAN BE BETTED BY ENGINEER
- 37. EXECUTE ALL ROLLING IN ACCORDANCE WITH ITEM 210 (MEDIUM, PNEUMATIC, TIRE) AT THE APPROXIMATE RATE OF 1 HR/3000 SY OR AS DIRECTED BY THE ENGINEER. THE LIGHT PNEUMATIC ROLLER WILL BE ACCEPTABLE AT THE APPROXIMATE RATE OF 2 HR/2000 SY TIRE PRESSURE AND BALLAST OF ALL PNEUMATIC ROLLERS WILL BE CONTINUING INTEREST BY THE ENGINEER, AND WILL BE IN ACCORDANCE WITH ITEM 210.

38. CONFIGURE THE ASPHALT OSTRIBUTOR SPRAY BAR SO THAT NOZZLES OVER THE WHEEL PATHS OF THE ROAD SPRAY 15M LESS THAN THE NOZZLES OVER THE AREAS OF THE ROADWAY, UNLESS OFFIRMWAS DIRECTED THE EMBREER PROVIDED THE VARIABLE SEE ROZZLES AND PROVIDED THE EMBREER WITH DOCUMENTATION CERTIFIED THE CAUBRATION OF THE ROZZLES THE VARIABLE SEE ROZZLES AND INFORMED SEED RESPONSED TO THE SEED SEED OF THE ROADWAY.

39. ALL CONCRETE CURBS AND/OR CONCRETE ISLANDS THAT GET COATED WITH OIL/MATERIAL DUBING THE SUBFACE THEATMENT OREBATION SHALL BE CLEANED A DIRECTED/APPROVED BY THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE PROJECT. REPAIR SURFACE FLUSHING AND BLEEDING LOCATIONS ON ALL SCHOOL SITES

40, POT HOLE REPAIR SHALL BE SAW-CUT WHERE ASPHALT PAYEMENT IS BEING PARTIAL Y REMOVED, THESE CUTS SHALL BE VERTICAL, FULL DEPTH AND MADE WITH A SAW. POT HOLE REPAIR SHALL BE COMPILETED IN ACCORDANCE WITH TYDOT (15%-270)

TXDOT ITEM 502 BARRICADES SIGNS AND TRAFFIC HANDLING: 41. STATE STANDARD SHETS(S) TRAFFIC CONTROL PLAN (TCP) REQUIRES THAT CERTAIN SIGNS ARE TO REMAIN IN PLACE UNTIL THE STANDARD PAVEMENT MARKINGS ARE PLACED. PLACE THE STANDARD MARKINGS NO LATER THAN 14 DAYS AFTER SURFACE TREATMENT OPERATIONS ARE COMPLETED

43. REFER TO THE TRAFFIC CONTROL PLAN FOR THIS PROJECT AS SHOWN IN THE PLANS. AS DETAILED ON THE BARBICADE AND CONSTRUCTION STANDARD SHEETS AND AS PROVIDED FOR

43. ASSURE THAT PREVIOUSLY USED TO TMA'S MEET THE NICHTP 230 REQUIREMENTS AND ALL NEW TRUCK MOUNTED ATTENUATORS MEET NICHTP 350 REQUIREMENTS.

44. THE TIME FRAME FOR THE CONTRACTOR TO PROVIDE PROPERLY MAINTAINED TRAFFIC CONTROL DEVICES BEFORE THEY ARE CONSIDERED TO BE IN NON-COMPLANCE WITH THIS ITEM, IS 48 FOUND RECARDLESS OF THE DAYS OF THE VERE WOULD AFTER ADTRICATION IS DONE IN WRITING BY THE ENGINEER. IF THE CONTRACTOR DOESN'T TAKE THE NECESSARY STEPS APPRIVED BY THE MEMORETE TO LIMINAST. THE NON-COMPUNICE CONDITIONS WITHIN THE 48 HOUSE STRAILISTED ADDRESS PRAINED FOR THE FOR THE MONTHEST OF THE MEMORY AND THE STRAILIST ADDRESS THAN THE THE FOR THE MONTHEST OF THE MONTHEST NON-COMPLIANCE CAN BE WITHHELD AS COVERED IN SECTION 502 4/RI

45. FURNISH ALL TRAFFIC CONTROL AND COMPLY WITH THE CURRENT TEXAS MUTCD. TRAFFIC CONTROL PLAN (TCP) AND BARRICADES AND CONSTRUCTION STANDARDS (BC) PAVEMENT -SE-TURNOR ALL HORTH CONTINUE AND CONTINUE WITH THE CURRENT IELDA WITH INCOMPRISE FAIR (UNITED FAIR LIKES AND CORREST AND AGE STANDARS) BICH PAYERING. MARKER STANDARDS (PRIJ AND WORK ZONE STANDARD (WIZ) CONDUCT CONSTRUCTION METUDOS SO AS TO PROVE THE LIKEST POSSIBLE INTERFERENCE TO TRAFFIC AND TO THE THE CONTINUOUS MOVEMENT OF TRAFFIC IN ALL ALLOWABLE DIRECTIONS AT ALL TIMES. CLEAN UP AND REMOVE FROM THE WORK AREA ALL COOS MATERIAL RESULTING FROM CONTRACT OPERATIONS AT THE END OF EACH WORK DAY.

46. THE CONTRACTOR IS FULLY RESPONSIBLE FOR THE TRAFFIC CONTROL AND WILL BE RESPONSIBLE FOR FURNISHING ALL TRAFFIC CONTROL DEVICES AND FLAGGERS

47. ALL PROPOSED STOP SIGNS SHALL BE R1-1 (30"X30") AND AHDERE TO THE TEXAS MUTCD REQUIREMENTS.

TXDOT ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES:

48. CONTRACTOR SHALL PROVIDE AND INSTALL ALL PROPOSED SIGNAGE AS SHOWN ON PLANS. CONTRACTOR SHALL INCLUDE ALL REQUIRED PARTS, ASSEMBLIES, FASTENERS AND BOLTS REQUIRED AS PER TXDOT REQUIREMENTS. EXISTING SIGNAGE TO BE REMOVED SHALL BE SALVAGED AND DELIVERED TO LISD AT A DESIGNATED LOCATION AS DIRECT

TXDOT ITEM 666 REFLECTORIZED PAVEMENT MARKINGS:

49. ALL PAYEMENT MARKINGS INCLUDING PARKING STALLS, ADA MARKINGS, FIRE LANE MARKING, DIRECTIONAL ARROWS, ETC FOR ALL PAYEMENT AREAS SHALL BE PAINTED "WHITE" PROVINGE "PLLOW" PAINT FOR ALL CONCRETE AREAS, PROVINGE BLUCKORD FOR AGAIN HANDICUM MARKING AND BET FOR FIRE LANES LINESS OTHERWISE RIGIGATED. PAINT MATERIAL SHALL BEING RIGHT FOR SOME PROSECULATION OF SHALL INSTALL BEYOMENTAM MARKINGS AND PREMIAMENTAMENTS.

PAINT AND THE OFFICE AREAS OF THE PAINT AND THE STALL STALL PAYEMENT MARKINGS AND PREMIAMENTAMENTS.

SO. SWEEP AND CLEAN SURFACE WITH POWER BROOM SUPPLEMENTED BY HAND BROOMING AS REQUIRED TO REMOVE ALL LOOSE MATERIAL, DUST AND DEBRIS. REMOVE ALL GREASE AND OILS DEPOSITS WITH SOLVENTS AND DETERGENTS AS REQUIRED.

51. STRIPING: APPLY PAINT WITH MECHANICAL EQUIPMENT TO PRODUCE STRIPES WITH UNIFORM STRAIGHT EDGES, MINIMUM 4" WIDE OR AS PER DETAIL. APPLY IN COATS AT MANUFACTURERS RECOMMENDED RATES TO PROVIDE A 15-MIL WET FILM THICKNESS

S2. APPLY ALL MAKINGS IN ACCORDANCE WITH THE PLANS, TEXAS MUTCD AND AS DIRECTED/APPROVED BY THE ENGINEER AFTER THE SURFACE HAS CURED FOR (2) DAYS, BEEN CLEANED 24. PREVIOUS MALAMMANG WITH THE FUNKS, TAXA MULTU AND AS DIRECTED/APPOVED BY THE ENGINEER AFTER THE SURFACE HAS CURED FOR [2] DAYS, BEEN CLEAVED, AND PREPARED COCROBING TO THE PECENTING PRINTED PAYEMENT MARKINGS ONLY WHERE APPLICABLE AND AS OUTLINED IN THE LATEST VERSION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS STREETS AND BRODES.

53. FOR SURFACE TREATMENT PROJECTS, LEAVE THE FINAL COURSE IN PLACE FOR TWO (2) DAYS AND BROOM THE ROADWAY DIRECTLY AHEAD OF THE STRIPING MACHINE PRIOR TO PLACING STANDARD PAVEMENT MARKINGS.

STAINS USE NOTES

THE STAINS WELL LOCATION WILL BE AS SHOWN IT THE DRAWNOS, OR AS ADJUSTED IN THE FIELD AND COCKIONATED MIT THE PRINCIPAL STAINS AND ASSESSMENT OF A STAIN OF THE PRINCIPAL STAIN OF THE STAIN OF A STAIN OF THE S

- A. DO NOT PLACE THE STAGING AREA WITHN WATERS OF THE UNITED STATES, INCLUDING WEILANDS, WATERBODES, AND STREAM BEDS, CONSTRUCT THE STAGING AREA TO PROVING THE RUMOFF OF POLLUTIANTS AND CONTROL SELT / SEQUMENT MOVEMENT INSTALL EROSION CONTROL MEASURES WHERE REQUIRED AT NO ADDITIONAL COST TO THE COMMANDE PATTERNS OF THE STAGING AREA DURING OF AFTER CONSTRUCTION B. DO NOT CREATE FORKING OF WATER OR A LIFE DEWINAGE PATTERNS OF THE STAGING AREA DURING OF AFTER CONSTRUCTION.

- COMPLETION OF THE PROJECT

 A. CONCINIONS OF THE WORM FREAS AND SUPPOUNDING AREAS MUST BE AS GOOD AS OR BETTER THAN THE CONCINION PROR TO STARTING WORK, IN
 ACCOUNTING TO THE WORM TERMS LISTED.

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2 DEMOBILIZATION WILL NOT BE COMPLETE UNTIL APPROVED BY THE OWNER AND / OR THE FIPR COMPLETE DEMOBILIZATION IN A MANNER TO MIMMIZE INCONVENENCE TO AIRPORT OFFERATIONS. REPAIR DAMAGE TO THE AIRPORT FACULTIES DURING DEMOBILIZATION AT NO ADDITIONAL EXPENSE TO THE OWNER THE COST OF DEMOBILIZATION SHEADWARD ATTEMPT OF THE OWNER THE COST OF DEMOBILIZATION IS AUBIGIDARY TO THE COST OF MOBILIZATION AS TO AIRPORT AND AIRPORT OF THE OWNER THE COST OF DEMOBILIZATION AS TO AIRPORT AND AIRPORT OF THE OWNER THE COST OF DEMOBILIZATION AS TO AIRPORT AND AIRPORT OF THE OWNER THE COST OF DEMOBILIZATION AS TO AIRPORT OF THE OWNER THE COST OF DEMOBILIZATION AS TO AIRPORT OF THE OWNER THE COST OF DEMOBILIZATION AS TO AIRPORT OF THE OWNER THE OWNER

1) PLACE ADVANCE WARNING SIGNS, REFLECTIVE DRUMS, FLAGGERS, TEMPORARY LIGHTING, WORK ZONE SIGNS, BARRICADES AND ALL TRAFFIC CONTROL MEASURES REQUIRED ON THE PROJECT.

3) REPAIR ALL/ANY POT HOLES / CONCRETE WORK IDENTIFIED ON THE PLAN SET

4) TEMPORABILY RELOCATE ALL TIRE STOPS WITHIN PROPOSED MILL & DVERLAY PARKING AREAL

N AND CLEAR ALL LOOSE DEBRIS FROM THE PROJECT LIMITS. ILL AREAS DISTURBED TO THE ORIGINAL CONDITION OR AS

GENERAL INSTRUCTIONS TO CONTRACTOR:

I) THE COUNTY RESERVES THE RIGHT TO AWARD CONTRACTS FOR ALL OR SOME OF THE PROPOSED IMPROVEMENTS LISTED IN THE PROJECT.

2) THE CONTRACTOR SHALL SUBMIT A PROPOSED SCHEDULE OF WORK WITH THE BID AS PERTHE CONTRACT SPECIFICATIONS. NO CONSTRUCTION ACTIVITIES SHALL COMMINEE UNTIL THE APPROVED WORK SCHEDULE HAS BEEN APPROVED BY COUNTY AND THE EMBRIES.

COUNTY AND THE RESOURCE.

S THE CONTRACTOR WHILE BE REQUIRED TO COMPATE ALL PROPOSED WORK TO MINIMATE DISJURITION TO THE EXISTING FACILITIES. CONTRACTOR WILL BE REQUIRED TO COMPATE WITH COUNTY TO DESIRE PROPER ACCESS TO EACH STEE. CONTRACTOR WILL BE REQUIRED TO SUBMET A PROPOSED WORK PLAN FOR COUNTY APPROVAL PRIOR OF COMMENCE CONTRACTOR.

4) CONTRACTOR WILL BE REQUIRED TO PROVIDE/INSTALL ALL BARR TEMPGRARY LIGHTING, DRUMS, SIGNS, WORK ZONES MARKING AS THE SAFETY OF THE PUBLIC.

5) ONCE WORK HAS BEGUN ON A PROJECT AREA, THE ENTIRE SEQUENCE OF WORK MUST BE WORKED ON CONTINUOUSLY TO COMPLETION AND WORK MUST BE MUST BE WORKED ON CONTINUOUSLY TO COMPLETION. NO WORK WILL BE ALLOWED NEXT AREA UNTIL THE CURRENT WORK IS FINISHED AND READY TO BE OPENED TO TRAFFIC UNLESS CONTRIVUSE APPROVED BY THE COUNTY.

6) CONTRACTOR IS REQUIRED TO INCLUDE IN HIS BID ALL PERMITS / FEES ASSOCIATED WITH THE PROJECT. NO CONSTRUCTION SHALL COMMENCE WITHOUT BTAINING ALL PERMITS/ APPROVALS IF REQUIRED 7) ALL AREAS WITHIN THE PROJECT LIMITS SHALL BE RE-STRIPED AS PER PLAN.

HEAS UTILIZED FOR THE CONTRACTOR'S PARKING, STORAGE, STAGING, HAUL TES, AND ALL OTHER IMPACTED AREAS DISTURBED SHALL BE RESTORED TO THE HIRAL CONDITION OR AS ACCEPTED BY COUNTY.

B) ALL ITEMS ON PLANS AND/OR SPECIFICATIONS THAT ARE NOT SPECIFICALLY SHOWN ON THE BID SCHEDULE SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT MICES SHOWN ON THE BID SCHEDULE.

10) CONTRACTOR WILL BE REQUIRED TO PROVIDE WARRANTY FOR THE WORK COMPLETED AS PER COUNTY REQUIREMENTS, SEE SPECIFICATIONS. 14) CONTRACTOR SHALL INSTALL PARKING STALL HUMBERING FOR PARKING AREA WITHIN PRODECT LIMITS. CONTRACTOR SHALL GOOGNOWER WITHIN PRODECT LIMITS. CONTRACTOR SHALL GOOGNOWER WITHIN PRODECT LIMITS. CONTRACTOR SHALL GOODNOWER WITHIN PRODECT LIMITS. CONTRACTOR SHALL GOODNOWN TO CONTRACTOR WE SEE TAIL.

SEQUENCE OF WORK

THE FOLLOWING WORK WILL BE PERFORMED AT EACH CAMPUS SIMULTANEOUS WORK ON MULTIPLE CAMPUSES WILL NOT BE ALLOWED UNLESS OTHERWISE APPROVED BY THE OWNER/ENG

2) PREPARE THE WORK AREA BY CLEARING, BLOWING AND SWEEPING ALL VEGETATION, DIRT, AND LOOSE DEBRIS PRIOR TO COMMENCING

7) BEINSTALL ALL TIBE STOPS AS PER PLAN

WEBB COUNTY FAIRGROUNDS PARKING IMPROVEMENT PROJECT WEBB COUNTY, TEXAS 78045 GENERAL 4

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PHASE

JANUARY 12, 2024

TOPSITE



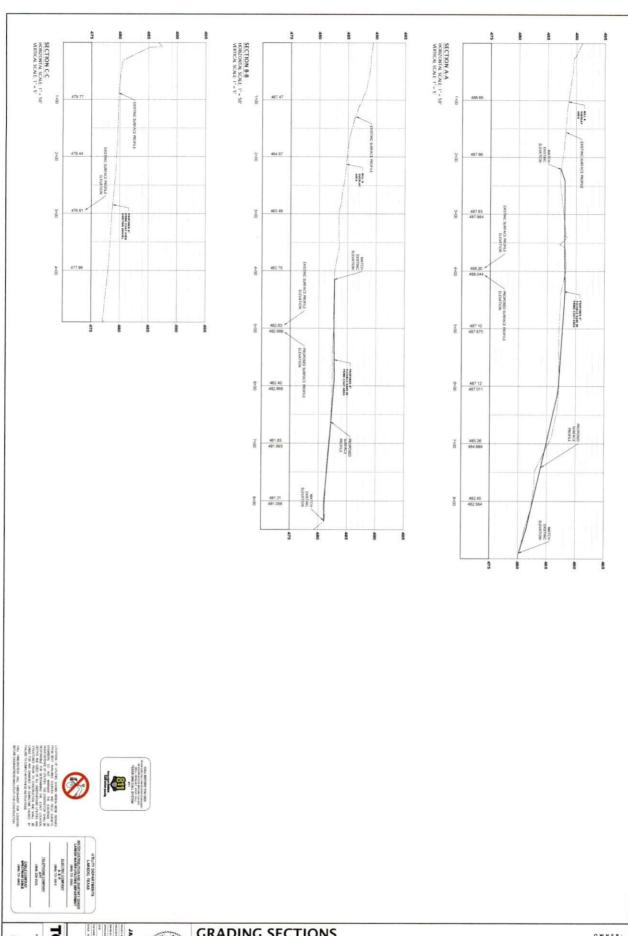
WEBB COUNTY FAIRGROUNDS

WEBB COUNTY, TEXAS 78045

PARKING IMPROVEMENT PROJECT - PHASE 2

Extel 5
Fairgrand Paves Project (Phase II)
Wells County - Bill II Sealand & Strong U
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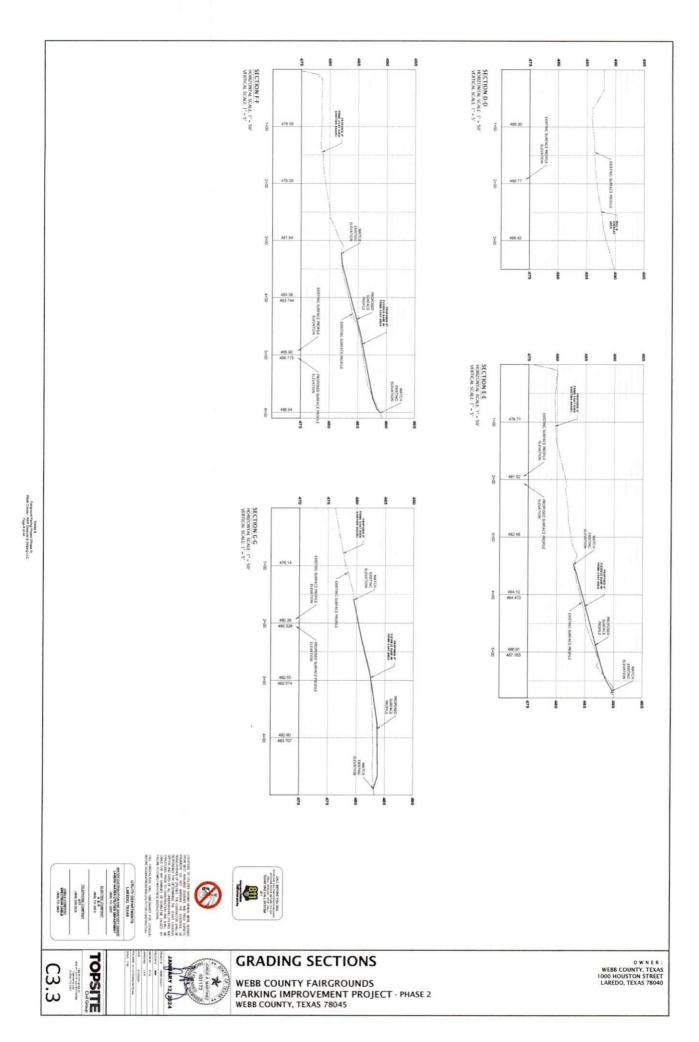


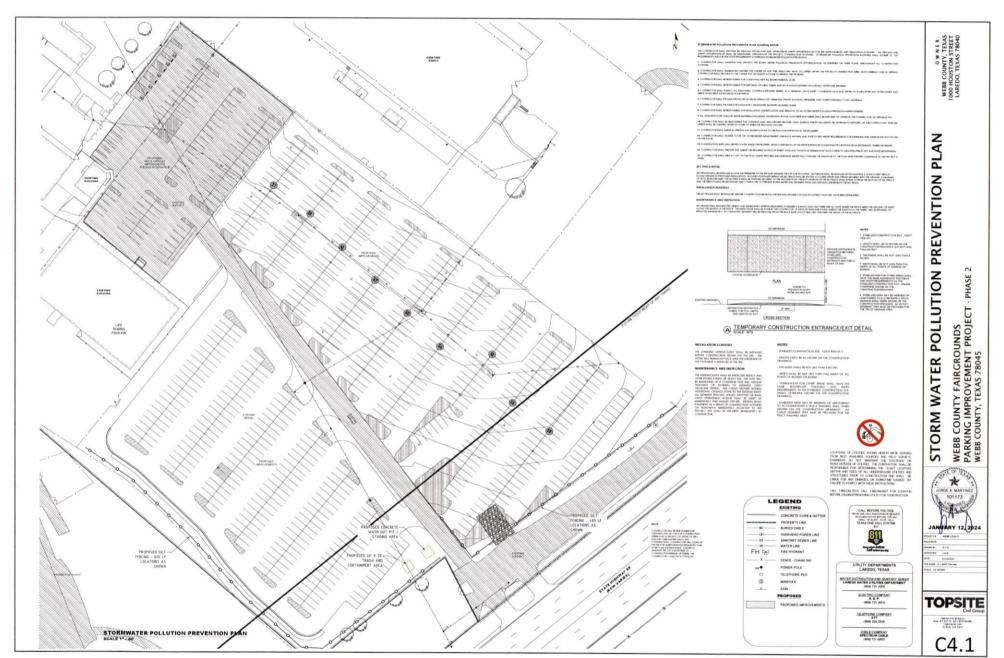
TOPSITE C3.2

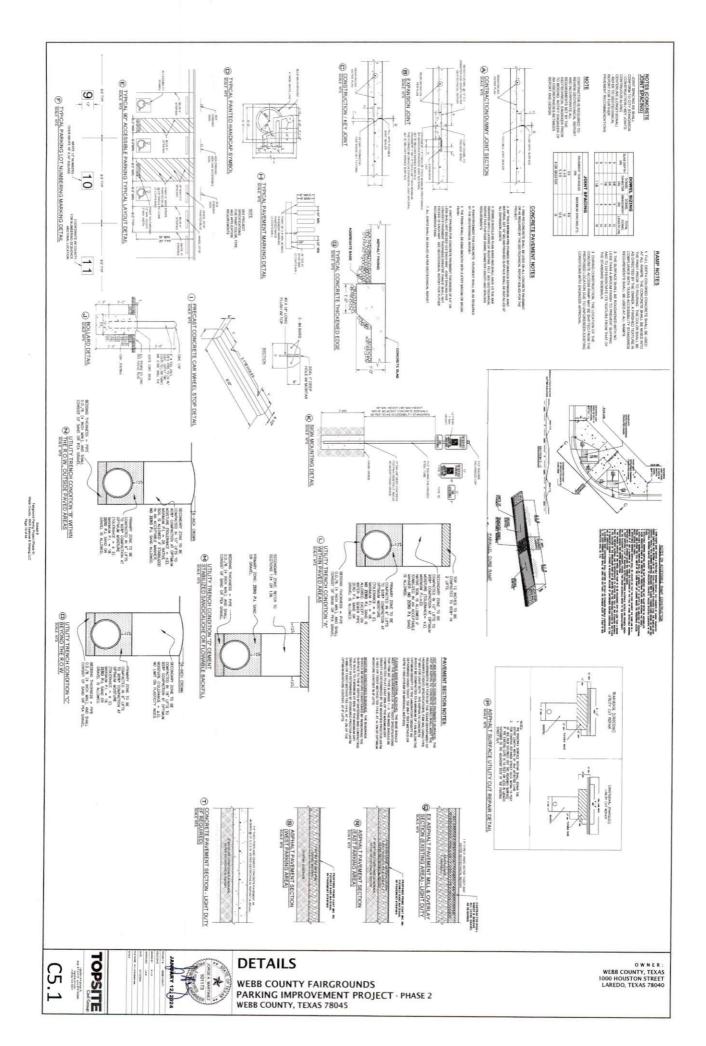


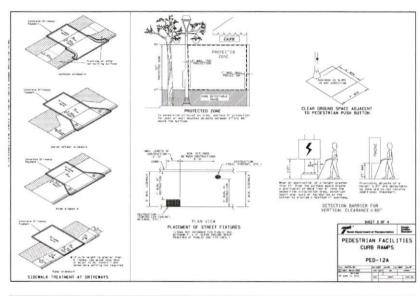
WEBB COUNTY FAIRGROUNDS PARKING IMPROVEMENT PROJECT - PHASE 2 WEBB COUNTY, TEXAS 78045

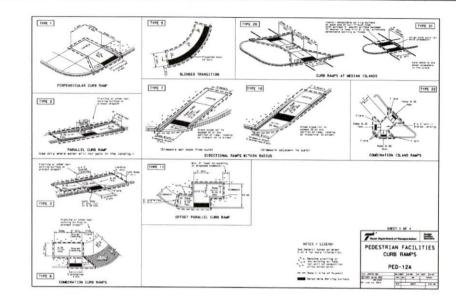
O W N E R : WEBB COUNTY, TEXAS 1000 HOUSTON STREET LAREDO, TEXAS 78040







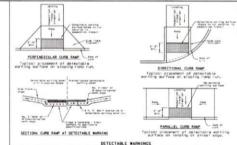




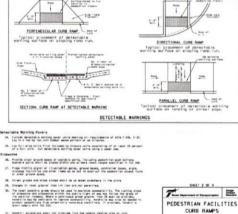


- 2. 511 stopes where the modulus of location. Leaser, allows find will still still properly should be used. Adjust that have bright or grade of gardeen allowed as directed.
- The eliminar elements elimin in Y. Where the element is delimined to the boson of correct X elements which is desirable. Where X is describ obtain its precised due to also constraints, allowed self-the measures to Y and Y is also as the elements Y and Y is also as the element Y and Y is also as the element Y and Y is also as the element Y and Y is a second of the element Y and Y is a second Y.
- Landings short be t'o 3' ethinum with a region II alone in any direction
- Moreovering space or the bottom of cure rome shart be a eliminar of it's it' wholly cartelined within the proceepin and wholly ourside the parental verificator travel part
- make allowed tress since or sidewist out out you surfaces in It.
- Additional information on ours rough boorion, design, light reflective value and tenture map be flowed in the ourself edition of the Teopa Assembly Lifty Standards (TRI) and Te Lad Assembly Community
- b. To serve de a patiestrior refage area, the rector enouid be a minimum of 4° wice, assumed from book of surfac. Western about the designed to provide accessibile possession over or financial from
- Sect above taster latera, which do not provide a strictor 5' a 5' landing of the tag of our's rapid, shall be but fivings level with the auritor of the arrest.
- Crosself disembles, presself sprking and stocker isocities short be as down element in the phase. If Intersections where proceeds earlings are not resulted, early recent stock in the wide improvious beautiful design of the process.
- Serior is one required as surp rasps. Frontile purp rasps afterwar on science reside present time-frontied a surb.
- 13. Curb rows are intellings shall be sureinvaried and sold for in assurance with then 50: "Toldeschie".
- is, these contrate at a minimum copin of \mathbb{S}^* for range, flores and landings, unless afforming director.
- Provide a exactly transition where the party cases connect to the extent
- 16. Curbs shown on dreat 1 within the theirs of popular are considered part of the curb risk for payment, shallow 15 to contrate curb, garter, or consider out and gurter,
- Existing features that comply with 165 may remain in prime unions otherwise should be prime.

- regile somming series und Continuous autoritius seriestimise serving curfine mor complete et relacit trumprise desse compriging et in Servino 150 et the 160. The surface autor continuous searchy et in Colonial principal crimest, (receiving size regions. Carriers autoritius et al searchy et in Colonial continuous et al. (receiving size regions. Carriers dessent et al.) deservino continuous et al. (received principal continuous et al.) (received et al.) (
- Sereptable Worning Waterfale must even TaOOT Department of serentials Seed Flootian Set 4286 and to illeted on the Water and Producer List, Instant products to assertioned with compensation of a possibilities.
- demonstrate woming auctions must be still resistant and not all the water to assume the
- betentible sorning surfaces stall be a minimum of 24" in depth in the direction of pedestries tracely, and several the full width of the purb rate or teading several the pedestries number cause states the arrest.
- Stoded price on Peer 1 of 4 implacts the approximate location for the detections working authors for each surface type.

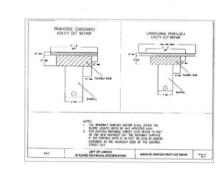


- 21. Hondrel's extensions shall not protrude into the wastle landing ones or into intersecting deductrian review.
- b' hearpe and humanis shall be overhished and pold for its associated with I had "Interestripte, b' heavy and humanis". Slowelke shall be terratruched and said for its association with I like "Nideworks".
- SI. Stawork autolie one erom elsewhere in the pions.



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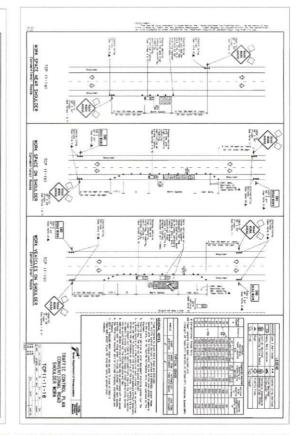
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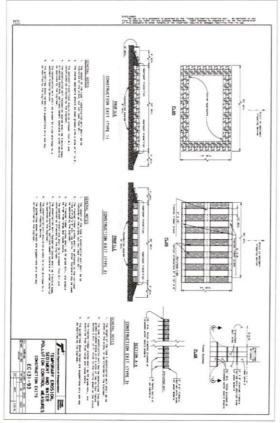
TOPSITE

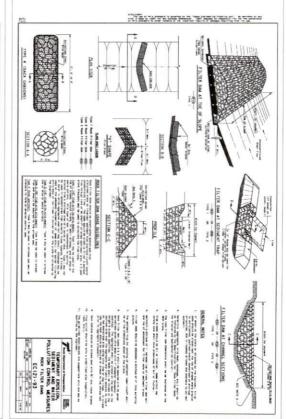
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Fairground Paying Project (Phase II)
Netb County - 85H Seakuar & Sirping LLC
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