

# Laredo

TEXAS

## RFB 2026-030 IH-35 Force Main Relocation Addendum 2

### Spieß Construction Co, Inc. Supplier Response

#### Event Information

Number: RFB 2026-030 IH-35 Force Main Relocation Addendum 2  
Title: RFB 2026-030 IH-35 Force Main Relocation  
Type: Invitation For Bid  
Issue Date: 12/16/2025  
Deadline: 1/27/2026 05:00 PM (CT)  
Notes: **Vendors are strongly encouraged to attend the Pre-Bid meeting which is scheduled for Wednesday, January 14, 2026 at 10:00 A.M. Location: 5816 Daugherty, Utilities Administration Office, Laredo, Texas 78041.**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities. \*\*If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder

submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. Bid forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. \*\*

\*\*\*Bidders must submit a satisfactory cashier's or certified check, or bidder's bond, payable without recourse to the order of the City of Laredo, Texas, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered. \*\*\*

### **Contact Information**

Contact: Oscar Martel  
Address: Utilities Department  
5816 Daugherty Ave.  
Laredo, TX 78041  
Phone: (956) 721-2000  
Email: [omartel@ci.laredo.tx.us](mailto:omartel@ci.laredo.tx.us)

## Spieß Construction Co, Inc. Information

Contact: Scott A. Coleman  
Address: PO Box 2849  
Santa Maria, CA 93457  
Phone: (805) 937-5858  
Email: bids@sccitanks.com  
Web Address: www.sccitanks.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Laura Jevne

Signature

Submitted at 1/27/2026 09:44:12 AM (CT)

bids@sccitanks.com

Email

## Response Attachments

### City of Laredo IH35 Force Main - Bid - SCCI.pdf

Bid Documents

## Bid Attributes

### 1 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

### 2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Spieß Construction Co., Inc. - Fred J. Jones, Asst. Vice President info@sccitanks.com

### 3 State how long under has the business been in its present business name

49 Years

### 4 If applicable, list all other names under which the Business identified above operated in the last five years

None

### 5 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

**6 Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

n/a

**7 Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

n/a

**8 State if the Company is a certified minority business enterprise**

This company is not a certified minority business

## 9 Payment & Performance Bonds

### Bonds

#### **Bid Bond**

A Bid Bond is required to be submitted with each bid proposal in accordance with the provisions of the Texas Government Code, Chapter 2253. The Bid Bond ensures that the bidder will enter into a contract if awarded and will provide the required performance and payment bonds. The Bid Bond must meet the following conditions:

- The Bid Bond shall be in an amount not less than five percent (5%) of the total bid price.
- The Bid Bond shall be executed by the bidder and a surety company authorized to do business in Texas.
- The Bid Bond shall be submitted with the bid proposal in the form of a surety bond, cashier's check, or certified check.
- The Bid Bond shall be forfeited if the bidder fails to enter into a contract or provide the required performance and payment bonds within the time specified by the municipality.

#### **Payment Bond**

A Payment Bond is required for projects in excess of \$50,000.00 involving construction, repair, or rehabilitation, in compliance with Texas Government Code, Chapter 2253, Subchapter A. The Payment Bond ensures that all subcontractors, suppliers, and workers will be paid for their labor and materials. The Payment Bond must meet the following conditions:

- The Payment Bond must be in an amount equal to 100% of the contract price.
- The Payment Bond must be provided to the municipality prior to the start of work under the contract.
- The surety on the Payment Bond must be a company authorized to conduct business in Texas.
- The Payment Bond shall protect all claimants who have supplied labor or materials for the project from non-payment.

#### **Performance Bond**

A Performance Bond is required for projects in excess of \$100,000.00 involving construction or infrastructure improvements, as provided under Texas Government Code, Chapter 2253, Subchapter A. The Performance Bond guarantees the contractor's faithful performance of the contract and the completion of the work in accordance with the contract terms. The Performance Bond must meet the following conditions:

- The Performance Bond must be in an amount equal to 100% of the contract price.
- The Performance Bond shall be executed by the contractor and a surety company authorized to do business in Texas.
- The Performance Bond shall be submitted to the municipality prior to the start of work under the contract.
- The Performance Bond ensures that, in the event of contractor default, the municipality will be indemnified for any damages or expenses incurred to complete the project.

I Agree

**1**  
**0** **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

**1**  
**1** **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1**  
**2** **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

**1**

**3 Construction Contract**

Construction Contract Requires Acknowledgement

**Bid Bond**

A Bid Bond is required to be submitted with each bid proposal in accordance with the provisions of the Texas Government Code, Chapter 2253. The Bid Bond ensures that the bidder will enter into a contract if awarded and will provide the required performance and payment bonds. The Bid Bond must meet the following conditions:

- The Bid Bond shall be in an amount not less than five percent (5%) of the total bid price.
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- The Performance Bond shall be submitted to the municipality prior to the start of work under the contract.
- The Performance Bond ensures that, in the event of contractor default, the municipality will be indemnified for any damages or expenses incurred to complete the project.

Acknowledge

**1**

**4 Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

**1**

**5 Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Fred J. Jones III

**1**

**6 Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

IH-35 Force Main Relocation - Utilities Department RFB: 2026-030

**1**

**7 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Spieß Construction Co., Inc.

18	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.</b> <input type="text" value="Not Applicable"/>
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19	<b>Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3</b> If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="n/a"/>
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20	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> <input type="text" value="Not Applicable"/>
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21	<b>Question 5. List any individuals or entities that will be subcontractors on this contract</b> If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/>
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22	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> <input type="text" value="Not Applicable"/>
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23	<b>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</b> If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <input type="text" value="n/a"/>
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24	<b>Question 7. Disclosure of political contributions</b> List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <input type="text" value="Not Applicable"/>
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25	<b>Question 7. Disclosure of political contributions</b> If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <input type="text" value="n/a"/>
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26	<b>Updates on contributions required</b> Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
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**27 Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

**28 8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest in question 8, please list them in this section.

n/a

**29 Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

**30 Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

**31 Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

**32 Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Laura Jevne, Asst. Secretary, Spiess Construction Co., Inc. 01/27/2026

**33 Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

**3**  
**4** **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

**3**  
**5** **Addendum**

The City of Laredo reserves the right to issue addenda to solicitations as necessary. Addenda are used to clarify, revise, or otherwise modify solicitation documents. All submitting parties are responsible for acknowledging receipt of each addendum issued. Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

**Important Notice:**

- Addendum notifications will be sent to the email address associated with each submission.
- It is the submitting party's responsibility to monitor the provided email address and ensure that all addenda are received and acknowledged.
- Failure to acknowledge any issued addendum will result in the submission being returned and considered incomplete.

Acknowledge

**3**  
**6** **Terms and Conditions for Request for Bids**

**TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the

bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

**1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

**2.0 DESCRIPTION OF SUPPLIES** Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

**3.0 SUBMISSION OF BIDS**

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

**4.0 REJECTION OF BIDS** The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

**5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

**6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

**7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512, Thomas Ave, Laredo, TX 78041; email: [jezapata@ci.laredo.tx.us](mailto:jezapata@ci.laredo.tx.us) or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In

case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

### **8.0 BIDDER DISCOUNTS**

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

### **9.0 INTENT OF CONTRACT**

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

### **10.0 AWARD OF CONTRACT**

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. The City reserves the right to select The city reserves the right to select option 1 of the bid price schedule.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

***"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."***

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the

successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
  2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
  3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

**11.0 ENTIRE AGREEMENT**

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

**12.0 PAYMENT & INVOICING**

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

**13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:**

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE  
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM  
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS  
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT  
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

I Agree to the Terms and Conditions

**3 Insurance Terms and Conditions**

**7 INSURANCE REQUIREMENTS**

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include

products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

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

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

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

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

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

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

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance

coverages, required to perform work, throughout the duration of this project/contract.

**NON-CONSTRUCTION BIDS:**

Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

## **CONSTRUCTION BIDS:**

### **INSURANCE REQUIREMENTS**

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(i) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

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

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

(l) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.

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

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

1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

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

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.

(p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

I agree my insurance meets minimum requirements

**3**  
**8** **Disqualification & Debarment Certification**

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

**3**  
**9** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

I have read and understand this section

**4**  
**0** **Ordinance 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

n/a

**4**  
**1** **Required Submittal**

Project: IH-35 FORCE MAIN RELOCATION

I. Are you registered to do business with the City of Laredo? Yes No

II. If you are registered to do business with the City of Laredo, have you completed the registration forms and requirements listed on the City of Laredo Contractor Registration webpage?

<https://www.cityoflaredo.com/departments/building-development-services/permit-applications-requirements>

Yes, (date of completion \_\_) No

III. Statement of Qualifications & References:

1) Name of Project:  
Value of Contract:  
Date Completed:  
Contact Information:

2) Name of Project:  
Value of Contract:  
Date Completed:  
Contact Information:

3) Name of Project:  
Value of Contract:  
Date Completed:  
Contact Information:

4) Name of Project:  
Value of Contract:  
Date Completed:  
Contact Information:

5) Name of Project:  
Value of Contract:  
Date Completed:  
Contact Information:

IV: Current Workload: (List Current Projects, Value, and % complete)

1) Name of Project:  
Value of Contract:  
% Complete:  
Project Engineer:

2) Name of Project:  
Value of Contract:  
% Complete:  
Project Engineer:

Yes

**4** **Acknowledgement of Pre-Bid Sign in Sheet**

**2** Acknowledgement of Pre-Bid Sign in Sheet

Vendor has acknowledged questions and answers.

**4** **Addendum # 1 Acknowledgment**

**3** See Addendum #1 Notice Letter.

Acknowledgement

# Bid Lines

## 1 Package Header

### Section I: IH-35 Force Main Relocation

Allowance: Utility and Contingency of \$150,000.00 will be added to the grand total for each bid submittal.

Quantity: 1 UOM: PKG Total:

Item Notes: Allowance: Utility and Contingency. This allowance is to be used at the Owner's discretion for unanticipated adjustment of a utility or unknown structure, which warrants the use of the Allowance, or a portion thereof. Should use of the Allowance become necessary, the Owner will provide written authorization at a cost to be negotiated between the Owner and the Contractor and based on the Contractor's actual cost. No work is to be performed under this item without written approval and authorization from the Owner. Work performed without written authorization will not be paid. There is no guarantee that any of these funds will be used, and this item may be deleted in its entirety. If approved, an authorization shall be measured by complete and functioning adjustment of the unanticipated work. Payment shall be made for work complete, in place, tested, and ready to use.

### Package Items

#### 1.1 Mobilization and Demobilization for the lump sum.

Quantity: 1 UOM: Lump Sum Price:  Total:

#### 1.2 Prepare Right-of-Way per specification and bid documents to include demolition/removal/abandonment of existing infrastructure, and complete; in place, ready to use for the lump sum.

Quantity: 1 UOM: Lump Sum Price:  Total:

#### 1.3 Barricades, Signs, and Traffic Handling per specifications and construction documents, all work complete; in place, ready to use per month.

Quantity: 1 UOM: Per Month Price:  Total:

#### 1.4 Furnishing and placing topsoil (4"). All work per specifications and construction documents to include approval of work complete; in place, ready to use per square yard.

Quantity: 830 UOM: Square Yard Price:  Total:

#### 1.5 Drill seeding (PERM) (URBAN) (CLAY). All work per specifications and construction documents to include approval of work complete; in place, ready to use per square yard.

Quantity: 830 UOM: Square Yard Price:  Total:

#### 1.6 Flowable fill (8" Force main abandonment). All work per specifications and construction documents to include testing, and approval of work, complete; in place, ready to use per cubic yard.

Quantity: 12 UOM: Cubic Yard Price:  Total:

#### 1.7 Trench excavation safety protection all work to meet all State of Texas and Federal Trench Safety Requirements complete, in place, ready to use per linear foot.

Quantity: 413 UOM: Linear Foot Price:  Total:

1.8 Jack, bore, or tunnel pipe (16") (STL Casing). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.

Quantity: 515 UOM: Linear Foot

**No Bid**

1.9 Sanitary sewer manhole structure (COMPL) (4' DIA). All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.

Quantity: 2 UOM: Each Price:  Total:

1.10 Removal of Rock Filter Dams. All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.

Quantity: 89 UOM: Linear Foot Price:  Total:

1.11 Installation of Rock Filter Dams (TY 1). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.

Quantity: 89 UOM: Linear Foot Price:  Total:

1.12 Installation of Construction Exits (TY 1). All work per specifications and construction documents to include approval of work complete; in place, ready to use per square yard.

Quantity: 100 UOM: Square Yard Price:  Total:

1.13 Removal of Construction Exits. All work per specifications and construction documents to include approval of work complete; in place, ready to use per square yard.

Quantity: 100 UOM: Square Yard Price:  Total:

1.14 Installation of Temporary Sediment Containment Fence. All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.

Quantity: 353 UOM: Linear Foot Price:  Total:

1.15 Removal of Temporary Sediment Containment Fence. All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.

Quantity: 353 UOM: Linear Foot Price:  Total:

1.16 Furnishing and installation of portable concrete traffic barriers (SGL SLOPE) (TY 1). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.

Quantity: 360 UOM: Linear Foot Price:  Total:

1.17 Remove portable concrete traffic barriers (SGL SLOPE) (TY 1). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.

Quantity: 360 UOM: Linear Foot Price:  Total:

- 1.18 Move and reset of crash cushion attenuators. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.  
 Quantity:   2   UOM: Each Price:  Total:
- 1.19 Installation of crash cushion attenuators (L) (N) (TL3). All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.  
 Quantity:   2   UOM: Each Price:  Total:
- 1.20 Jack and bore carrier pipe (8"). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.  
 Quantity:  515  UOM: Linear Foot Price:  Total:
- 1.21 8" Dia. C900 DR-14 PVC water main. All work per specifications and construction documents to include approval of work, complete; in place, ready to use per linear foot.  
 Quantity:  413  UOM: Linear Foot Price:  Total:
- 1.22 Bore Pit 10'X30'. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.  
 Quantity:   1   UOM: Each Price:  Total:
- 1.23 Receiving Pit 10'x10'. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.  
 Quantity:   1   UOM: Each Price:  Total:
- 1.24 FM approved connections. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.  
 Quantity:   2   UOM: Each Price:  Total:
- 1.25 Sanitary sewer bypass pumping. All work per specifications and construction documents to include approval of work complete; in place, ready to use per lump sum.  
 Quantity:   1   UOM: Lump Sum Price:  Total:
- 1.26 Plug and abandonment of 8" force main and 16" casing. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.  
 Quantity:   2   UOM: Each Price:  Total:
- 1.27 8" Plug valve. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.  
 Quantity:   2   UOM: Each Price:  Total:
- 1.28 8" Force main fittings. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.  
 Quantity:   6   UOM: Each Price:  Total:

**Package Alternate 1**

Allowance

Quantity: 1 UOM: LS Total: \$150,000.00

Manufacturer: No response

Manufacturer #: No response

**2 Package Header**

**Section II: IH-35 Force Main Relocation Option 1**

\*Option 1 Item 8 to be used as an alternate bid item for Bid Item # 8. If alternate item is used, include quantity in Grand Total, if this alternate bid item is not used, submit "0".

Quantity: 1 UOM: PKG Total: \$339,900.00

**Package Items**

**2.1** Jack, bore, or tunnel pipe (24") (STL Casing). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot

Quantity: 515 UOM: Linear Footage Price: \$660.00 Total: \$339,900.00

**2.2** *Line deleted as part of an Addendum*

**2.3** *Line deleted as part of an Addendum*

**2.4** *Line deleted as part of an Addendum*

**2.5** *Line deleted as part of an Addendum*

**2.6** *Line deleted as part of an Addendum*

**2.7** *Line deleted as part of an Addendum*

**2.8** *Line deleted as part of an Addendum*

**2.9** *Line deleted as part of an Addendum*

**2.10** *Line deleted as part of an Addendum*

**2.11** *Line deleted as part of an Addendum*

**2.12** *Line deleted as part of an Addendum*

**2.13** *Line deleted as part of an Addendum*

**2.14** *Line deleted as part of an Addendum*

**2.15** *Line deleted as part of an Addendum*

**2.16** *Line deleted as part of an Addendum*

**2.17** *Line deleted as part of an Addendum*

**2.18** *Line deleted as part of an Addendum*

2.19 *Line deleted as part of an Addendum*

2.20 *Line deleted as part of an Addendum*

2.21 *Line deleted as part of an Addendum*

2.22 *Line deleted as part of an Addendum*

2.23 *Line deleted as part of an Addendum*

2.24 *Line deleted as part of an Addendum*

2.25 *Line deleted as part of an Addendum*

2.26 *Line deleted as part of an Addendum*

2.27 *Line deleted as part of an Addendum*

2.28 *Line deleted as part of an Addendum*

**Response Total: \$1,224,221.00**

CITY OF LAREDO  
PURCHASING DIVISION

39.0 Required Submittals (Bid Bond)

**BID BOND**

Project: IH-35 Force Main Relocation

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Spieß Construction Co., Inc.

as Principal, and Travelers Casualty and Surety Company of America as  
Surety, are hereby held and firmly bound unto

City of Laredo, TX

as Owner in the penal sum of FIVE PERCENT OF THE TOTAL AMOUNT BID (5%)  
for payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our  
heirs, executors, administrations, successors and assigns.

Signed, this 21st day of January, 2026.

City of Laredo, TX

The condition of the above obligation is such that whereas the Principal has submitted to ^ a certain  
Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the  
IH-35 Force Main Relocation

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the  
Form of Contract attached hereto (properly completed in accordance with said Bid) and  
shall furnish a bond for his faithful performance of said Contract, and for the payment of  
all persons performing labor or furnishing materials in connection therewith, and shall in  
all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly  
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that he obligations of said Surety, and its bonds  
shall be in no way impaired or affected by any extension of the time within which the Owner may accept  
such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of  
them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed  
by their proper officers, the day and year first set forth herein.



Spieß Construction Co., Inc.

Principal FRED J. JONES, A.V.P. (L.S.)

Travelers Casualty and Surety Company of America  
Surety

By:

Susan M. Exline  
Susan M. Exline, Attorney-In-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

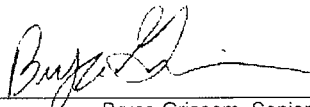
**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Susan M. Exline** of **SAN MATEO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

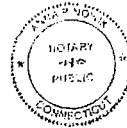
By:   
Bryce Grissom, Senior Vice President

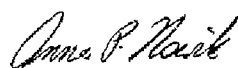
City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **January**, **2026**.



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

**1-800-328-2189**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

CITY OF LAREDO  
PURCHASING DIVISION

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**40.0 Required Submittals (Qualifications)**

**Project: IH-35 FORCE MAIN RELOCATION**

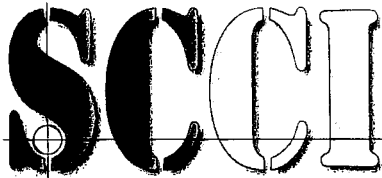
- I. Are you registered to do business with the City of Laredo? \_\_\_\_\_ Yes \_\_\_\_\_ No
- II. If you are registered to do business with the City of Laredo, have you completed the registration forms and requirements listed on the City of Laredo Contractor Registration webpage?

<https://www.cityoflaredo.com/departments/building-development-services/permit-applications-requirements>

\_\_\_\_\_ Yes, (date of completion \_\_\_\_\_) \_\_\_\_\_ No

III. Statement of Qualifications & References:

- 1) Name of Project: \_\_\_\_\_ (See attached Pipeline Experience Summary)  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Contact Information: \_\_\_\_\_
- 2) Name of Project: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Contact Information: \_\_\_\_\_
- 3) Name of Project: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Contact Information: \_\_\_\_\_
- 4) Name of Project: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Contact Information: \_\_\_\_\_
- 5) Name of Project: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
Date Completed: \_\_\_\_\_  
Contact Information: \_\_\_\_\_



P.O. Box 2849  
Santa Maria, CA 93457  
P (805) 937-5859  
F (805) 934-4432

AK #207881 • AZ #119975 • CA #333989 • NV #0038929 • NM #400741

## EXPERIENCE SUMMARY PIPELINE INSTALLATION

(CONTACT OFFICE FOR EXPERIENCE PRIOR TO 2020)

- 1. Yandell/Wyoming Water Transmission Line** **\$1,845,612**

El Paso Water Utilities Public Service Board  
Thomas J. Cieslik – [tcieslik@epwater.org](mailto:tcieslik@epwater.org) 915-594-5676  
1154 Hawkins Blvd. Job #21826  
El Paso, TX 79925 July 2020
- 2. Grouse Street Force Main** **\$3,820,837**  
Rehabilitation - Phase VI

El Paso Water Utilities Public Services Board  
Robert Ortega – [ortegar@epwater.org](mailto:ortegar@epwater.org) 915-594-5609  
1154 Hawkins Blvd. Job #21916  
El Paso, TX 79925 December 8, 2020
- 3. Wastewater Diversion from Haskell R. Street** **\$4,552,421**  
WWTP to Fred Hervey Water Reclamation Plant

El Paso Water Utilities Public Services Board  
Mario Godinez – [mgodinez@epwater.org](mailto:mgodinez@epwater.org) 915-594-5676  
1154 Hawkins Blvd. Job #21927  
El Paso, TX 79925 April 2021
- 4. Doniphan & Frontera Junction Box Rehabilitation** **\$3,814,356**

El Paso Water Utilities Public Service Board  
Jorge Chavez – [j.chavez@epwater.org](mailto:j.chavez@epwater.org) 915-594-5498  
1154 Hawkins Blvd. Job #22017  
El Paso, TX 79925 July 2021

- |     |  |  |
|-----|--|--|
| 5.  | <b>Water System Improvements Project in Presidio Texas</b>   | <b>\$3,939,371</b>                         |
|     | City of Presidio – Brad Newton – <a href="mailto:bnewton@presidiotx.us">bnewton@presidiotx.us</a><br>507 O'Reilly St.<br>Presidio, TX 79845                                      | 432-229-3517<br>Job #22020<br>August 2021  |
| 6.  | <b>(RFB) 02591 Castell Water Line West</b>   | <b>\$8,312,710</b>                         |
|     | New Braunfels Utilities – Lee Perry – <a href="mailto:mperry@nbutexas.com">mperry@nbutexas.com</a><br>355 FM 306<br>New Braunfels, TX 78130                                      | 830-608-8972<br>Job #22031<br>June 2022    |
| 7.  | <b>Bid 27-20 Montana East 24 Inch Water Main Extension Phase 11</b>  | <b>\$3,067,755</b>                         |
|     | El Paso Water Utilities Public Service Board<br>Mario Godinez – <a href="mailto:mgodinez@epwater.org">mgodinez@epwater.org</a><br>1154 Hawkins Boulevard<br>El Paso, TX 79925    | 915-263-4152<br>Job #22102<br>June 2022    |
| 8.  | <b>City of Bandera Water System Improvements</b>   | <b>\$2,259,411</b>                         |
|     | Jonathan Teafatiller – <a href="mailto:jteafatiller@ardurra.com">jteafatiller@ardurra.com</a><br>511 Main Street<br>Bandera, TX 78003  | 210-822-2232<br>Job #22203<br>January 2024 |
| 9.  | <b>Bid No. 01-22 Mesa St., Crestmont To Festival Reservoir, 30-Inch Water Transmission Line</b>  | <b>\$8,909,914</b>                         |
|     | El Paso Water Utilities Public Service Board<br>Jaime Arriola – <a href="mailto:jarriola@epwater.org">jarriola@epwater.org</a><br>1154 Hawkins Boulevard<br>El Paso, TX 79925    | 915-594-5532<br>Job #22209<br>June 2024    |
| 10. | <b>Bid No. 40-22 24 to 36-Inch Steel Cylinder Concrete Pipeline Replacement El Paso International Airport Corridors D &amp; E</b>  | <b>\$8,557,999</b>                         |
|     | El Paso Water Utilities Public Service Board<br>Javier Dominguez – <a href="mailto:jdomingu@epwater.org">jdomingu@epwater.org</a><br>1154 Hawkins Boulevard<br>El Paso, TX 79925 | 915-594-5675<br>Job #22211<br>June 2024    |

- |     |  |   |
|-----|--|---|
| 11. | <b>Bid No. 71-22 Miranda 18 Inch Wastewater Relief Line</b>  | <b>\$4,768,167</b>                          |
|     | El Paso Water Utilities - Public Service Board<br>Jorge Alberto Luna – <a href="mailto:JLuna@epwater.org">JLuna@epwater.org</a><br>1154 Hawkins Blvd.<br>El Paso, TX 79925               | 915-594-5457<br>Job #22220<br>June 2024     |
| 12. | <b>Megasite Water Lines Project</b><br>Phase 1 W6A, W10A, W16  | <b>\$9,788,456</b>                          |
|     | City of Hutto - Josh Milks, P.E. – <a href="mailto:joshua.milks@stvinc.com">joshua.milks@stvinc.com</a><br>500 W. Live Oak Street<br>Hutto, TX 78634                                     | 210-494-8004<br>Job #22323<br>July 2024     |
| 13. | <b>Mesa Del Castillo Lift Station (No. 111)</b><br>Demolition and 8-Inch Gravity Sewer Line Installation   | <b>\$2,119,268</b>                          |
|     | El Paso Water Utilities - Public Service Board<br>Francisco Martinez – <a href="mailto:fjmartinez@epwater.org">fjmartinez@epwater.org</a><br>1154 Hawkins Boulevard<br>El Paso, TX 79925 | 915-594-5532<br>Job #22319<br>October 2024  |
| 14. | <b>Bid No. 98-22 Grouse Street Force Main Rehabilitation</b><br>Phase VI Part 2  | <b>\$8,496,250</b>                          |
|     | El Paso Water Utilities- Public Service Board<br>Eric Jacquez – <a href="mailto:Ejacquez@epwater.org">Ejacquez@epwater.org</a><br>1154 Hawkins Blvd.<br>El Paso, TX 79925                | 915-594-5560<br>Job #22224<br>December 2024 |
| 15. | <b>Upper Valley 30 Inch Outfall Relocation</b><br>Bid No. 49-24  | <b>\$1,541,245</b>                          |
|     | El Paso Water Utilities - Public Service Board<br>Miguel Venegas <a href="mailto:mvenegas@epwater.org">mvenegas@epwater.org</a><br>1154 Hawkins Boulevard<br>El Paso, TX 79925           | 915-621-2049<br>Job #22417<br>May 2025      |

- |     |   |   |
|-----|---|---|
| 16. | <b>North Loop Phase I - Water System Improvements</b><br>LVWD Bid No. 23-0207-01  | <b>\$5,437,986</b>                          |
|     | Lower Valley Water District<br>Rosa Rivera <a href="mailto:rosar@lvwd.org">rosar@lvwd.org</a><br>1557 FM Road 1110<br>Clint, TX 79836         | 915-791-4480<br>Job #22305<br>July 2025     |
| 17. | <b>McQueeney Rd. Main Emergency Repair</b>  | <b>\$94,365</b>                             |
|     | New Braunfels Utilities – Gus Ayala<br>355 FM 306<br>New Braunfels, TX 78130  | 830-822-7691<br>Job #22524<br>December 2025 |
| 18. | <b>Mescalero Metal Fab SewerMain Project</b>  | <b>\$7,685,421</b>                          |
|     | Mescalero Apache Tribe<br>Xuehua Bai <a href="mailto:xbai@bai-eng.com">xbai@bai-eng.com</a><br>556 Soldier Canyon Road<br>Mescalero, NM 88340 | 720-474-0941<br>Job #22418<br>In Progress   |
| 19. | <b>Santa Clara Pueblo Wastewater System Improvements</b><br>Southern Service Area Expansion – Phase II (Rebid)                                | <b>\$2,007,391</b>                          |
|     | Santa Clara Pueblo - Vida Baca <a href="mailto:vbaca@santaclarapueblo.org">vbaca@santaclarapueblo.org</a><br>PO Box 580<br>Española, NM 87532 | 505-692-6309<br>Job #22504<br>In Progress   |
| 20. | <b>NBU 25-0066 Wood Meadows Water Line Crossing</b>   | <b>\$995,855</b>                            |
|     | New Braunfels Utilities - Lee Perry <a href="mailto:mperry@nbutexas.com">mperry@nbutexas.com</a><br>355 FM 306<br>New Braunfels, TX 78130     | 830-608-8972<br>Job #22509<br>In Progress   |
| 21. | <b>NBU 25-0061 Gruene Wastewater and<br/>Inverted Siphon Improvements</b>   | <b>\$5,790,790</b>                          |
|     | New Braunfels Utilities - Lee Perry <a href="mailto:mperry@nbutexas.com">mperry@nbutexas.com</a><br>355 FM 306<br>New Braunfels, TX 78130     | 830-608-8972<br>Job #22510<br>In Progress   |

- |     |   |   |
|-----|---|---|
| 22. | <b>Sombreretillo 12-Inch Force Main Project/<br/>Panamerican Lift Station Elimination</b>   | <b>\$5,223,775</b>                        |
|     | City of Laredo – Angel Leon <a href="mailto:aleon@ci.laredo.tx.us">aleon@ci.laredo.tx.us</a><br>1110 Houston Street<br>Larredo, TX 78040  | 956-235-0977<br>Job #22514<br>In Progress |
| 23. | <b>Replacement of Ikard Lift Station</b>  | <b>\$3,784,780</b>                        |
|     | El Paso County Water Control and Improvement<br>District No. 4 - Israel Martinez <a href="mailto:imartinez@epcwid4.com">imartinez@epcwid4.com</a><br>117 East Main Street<br>Fabens, TX 79838 | 915-764-2212<br>Job #22515<br>In Progress |

**CITY OF LAREDO  
PURCHASING DIVISION**

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IV: Current Workload: (List Current Projects, Value, and % complete)

- 1) Name of Project: (See Attached Jobs In Progress)  
Value of Contract: \_\_\_\_\_  
% Complete: \_\_\_\_\_  
Project Engineer: \_\_\_\_\_
  
- 2) Name of Project: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_  
% Complete: \_\_\_\_\_  
Project Engineer: \_\_\_\_\_

<u>JOB</u>	<u>TYPE</u>	<u>Agency</u>	<u>Contact</u>	<u>Phone Number</u>	<u>CONTRACT AMOUNT</u>	<u>BILLED</u>	<u>IN PROGRESS</u>	<u>PERCENT COMPLETE</u>	<u>COMPLETION DATE</u>
22106	WTP	City of Oxnard - ASR Well #1	Renee Hatcher	805-200-5289	4,583,654.00	3,796,451.00	787,203.00	83%	Jun 2026
22311	Pump Station	Golden State Water - Roseton Plant Impvrts	Ryan Lee	909-506-1933	6,130,151.00	5,148,289.00	981,862.00	84%	Feb 2026
22318	Paving	So. Mono Healthcare - Mammoth Hospital	Joseph M. O'Toole	707-704-8171	6,181,717.00	6,181,717.00	0.00	100%	Aug 2025
22410	WTP	Golden State Water - Yukon Plant	Johana Perez	562-266-7553	\$434,933.00	125,696.00	309,237.00	29%	Dec 2025
22416	Lift Station	Nipomo Community Services District	Peter Sevcik	805-929-1133	\$6,712,538.00	3,037,932.00	3,674,606.00	45%	Apr 2026
22418	Pipeline	Mescalero Apache Tribe - Metal Fab Sewer	Xuehua Bai	720-474-0941	\$7,797,566.00	7,352,855.00	444,711.00	94%	Jan 2026
22419	Tank	Coachella Valley WD - Reservoir 7101-2	Jesse Aguilar	760-398-2661	\$3,300,725.00	1,509,758.00	1,790,967.00	46%	Apr 2026
22422	Tank Repair	UC Santa Cruz - Pump Station	Alex Yasbek	831-588-4663	\$1,171,623.00	599,885.00	571,738.00	51%	Jan 2026
22423	Tank Repair	UC Santa Cruz - Tank	Alex Yasbek	831-588-4663	\$780,200.00	7,800.00	772,400.00	1%	Apr 2026
22501	Tank Repair	Las Virgenes MWD - Calabasas Tank	John Soderberg	818-251-2141	\$235,882.00	0.00	235,882.00	0%	Jan 2026
22504	Pipeline	Santa Clara Pueblo - Wastewater System	Paul Kennedy	505-445-1778	\$2,007,392.00	1,752,249.00	255,143.00	87%	Dec 2025
22506	Pipeline	Granite Const - Leon Dam Pipeline	Stacy Southern	224-246-1659	\$1,344,504.00	0.00	1,344,504.00	0%	Feb 2026
22508	Tank	H2O Inc. - Water Tank Replacement	Monte Allen	805-440-2201	\$378,053.00	175,380.00	202,673.00	46%	Mar 2026
22509	Pipeline	New Braunfels Utilities - Wood Meadows	Lee Perry	830-608-8972	\$995,855.00	864,185.00	131,670.00	87%	Dec 2025
22510	Pipeline	New Braunfels Utilities - Gruene Road	Lee Perry	830-608-8972	\$5,790,790.00	284,560.00	5,506,230.00	5%	Jul 2026
22512	Tank Repair	City of Signal Hill - Gundry Reservoir	Jesus Saldana	562-989-7352	\$6,707,137.00	0.00	6,707,137.00	0%	Aug 2026
22513	Building	Town of Mammoth Lakes - Art Center Remodel	Amy Callanan	760-965-3657	\$15,862,000.00	1,840,807.00	14,021,193.00	12%	Mar 2027
22514	Pipeline	City of Laredo - Sombreretillo Force Main	Angel Leon	956-235-0977	\$5,223,775.00	0.00	5,223,775.00	0%	Aug 2026
22515	Lift Station	El Paso County - Ikard Lift Station	Israel Martinez	915-764-2212	\$3,784,780.00	448,170.00	3,336,610.00	12%	Apr 2026
22516	Building	Mammoth Comm. Water - Roofs Replace.	Nick Holt	760-934-2596 x31	\$1,017,300.00	214,000.00	803,300.00	21%	Jun 2026
22517	Tank Repair	Sunny Slope Water - Roof Replacement	John Langman	626-470-4669	\$5,751,700.00	45,000.00	5,706,700.00	1%	Oct 2026
22518	WWTP	Big Pine CSD - Aerator Project	Tim Rudolph	760-798-4292	\$335,100.00	0.00	335,100.00	0%	May 2026

22519	Tank	Golden State Water - Goldmedal Tanks	Johana Perez	562-266-7553	\$565,375.00	0.00	565,375.00	0%	May 2026
22520	Tank	Golden State Water - Southern Tanks	Johana Perez	562-266-7553	\$573,655.00	0.00	573,655.00	0%	Sep 2026
22522	Tank	East Valley Const. - Tulare Co - Orosi Tank	Julian Cortez	559-500-6526	\$803,108.00	0.00	803,108.00	0%	Jul 2026
22523	Tank	Rodney Williams Const - Chumash Tank	Rodney Williams	805-735-3449	\$479,900.00	0.00	479,900.00	0%	Jun 2026

\*Awarded - Pending Contract Execution

88,949,413.00    33,384,734.00    55,564,679.00

CITY OF LAREDO  
PURCHASING DIVISION

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**41.0 Required Format and Contents of Bid Submission**

For a bid to be considered it must contain the following information:

**Company Information Questionnaire**

**Signed Price Schedule**

**Conflict of Interest Questionnaire**

**Non-Collusive Affidavit**

**Discretionary Contract Disclosure**

**Certificate of Interested Parties (Form 1295)**

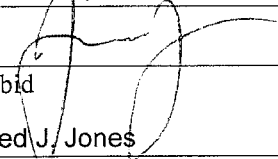
CITY OF LAREDO  
PURCHASING DIVISION

42.0 Bidder Information Questionnaire

**Bidder Information/Business Questionnaire:**  
**Please complete all information requested below and submit with your bid package**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Spiess Construction Co., Inc.

Signature  Date 26 January 2026  
of person authorized to sign bid

Print Name Fred J. Jones  
of person authorized to sign bid

Title: Asst. Vice President

Business Address: PO Box 2849

City, State, Zip Code: Santa Maria, CA 93457

Telephone Number: 805-937-5859 Fax Number: 805-934-4432

Contact Person Email Address: info@sccitanks.com

Federal Tax ID Number: 95-319974

Bidders Principal/Corporate Place of Business Address: 201 South Broadway St., #140, Orcutt, CA 93455

Indicated Status of Business:  
Corporation  Partnership  Sole Proprietorship  Other:

If other state business status: Active and in good standing

State how long under its present business name: 48 Years

If applicable, list all other names under which the Business identified above operated in the last five years.  
n/a

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo?  Yes/  No

CITY OF LAREDO  
PURCHASING DIVISION

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes /  No

Is any litigation pending against the Business? Yes /  No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes /  No  
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes /  No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes /  No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes /  No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes /  No

Is the Business in arrears in any contract or debt? Yes /  No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes /  No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes /  No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):      Yes    No      Disadvantaged Business Enterprise (DBE):    Yes    No

Small Disadvantaged Business Enterprise (SDBC)    Yes    No      Other: Please specify \_\_\_\_\_ n/a \_\_\_\_\_

This company is not a certified minority business:   

*The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company*

CITY OF LAREDO  
PURCHASING DIVISION

43.0 Price Schedule

43.1 Section I: IH-35 Force Main Relocation

Item #	Description of Item	Unit	Qty.	Unit Cost	Ex. Amount
1	Mobilization and Demobilization for the lump sum.	LS	1	\$ 65,000 <sup>-</sup>	\$ 65,000 <sup>-</sup>
2	Prepare Right-of-Way per specification and bid documents to include demolition/removal/abandonment of existing infrastructure, and complete; in place, ready to use for the lump sum.	LS	1	\$ 20,000 <sup>-</sup>	\$ 20,000 <sup>-</sup>
3	Barricades, Signs, and Traffic Handling per specifications and construction documents, all work complete; in place, ready to use per month.	MO	1	\$ 15,000 <sup>-</sup>	\$ 15,000 <sup>-</sup>
4	Furnishing and placing topsoil (4"). All work per specifications and construction documents to include approval of work complete; in place, ready to use per square yard.	SY	830	\$ 5 <sup>-</sup>	\$ 4,150 <sup>-</sup>
5	Drill seeding (PERM) (URBAN) (CLAY). All work per specifications and construction documents to include approval of work complete; in place, ready to use per square yard.	SY	830	\$ 3 <sup>-</sup>	\$ 2,490 <sup>-</sup>
6	Flowable fill (8" Force main abandonment). All work per specifications and construction documents to include testing, and approval of work, complete; in place, ready to use per cubic yard.	CY	12	\$ 500 <sup>-</sup>	\$ 6,000 <sup>-</sup>
7	Trench excavation safety protection all work to meet all State of Texas and Federal Trench Safety Requirements complete, in place, ready to use per linear foot.	LF	413	\$ 1 <sup>-</sup>	\$ 413 <sup>-</sup>
8	Jack, bore, or tunnel pipe (16") (STL Casing). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.	LF	515	\$ No Bid <sup>-</sup>	\$ No Bid <sup>-</sup>
9	Sanitary sewer manhole structure (COMPL) (4' DIA). All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.	EA	2	\$ 20,000 <sup>-</sup>	\$ 40,000 <sup>-</sup>
10	Removal of Rock Filter Dams. All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.	LF	89	\$ 25 <sup>-</sup>	\$ 2,225 <sup>-</sup>
11	Installation of Rock Filter Dams (TY 1). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.	LF	89	\$ 25 <sup>-</sup>	\$ 2,225 <sup>-</sup>
12	Installation of Construction Exits (TY 1). All work per specifications and construction documents to include approval of work complete; in place, ready to use per square yard.	SY	100	\$ 50 <sup>-</sup>	\$ 5,000 <sup>-</sup>
13	Removal of Construction Exits. All work per specifications and construction documents to include approval of work complete; in place, ready to use per square yard.	SY	100	\$ 20 <sup>-</sup>	\$ 2,000 <sup>-</sup>

**CITY OF LAREDO  
PURCHASING DIVISION**

Item #	Description of Item	Unit	Qty.	Unit Cost	Ex. Amount
14	Installation of Temporary Sediment Containment Fence. All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.	LF	353	\$ 5 <sup>-</sup>	\$ 1,765 <sup>-</sup>
15	Removal of Temporary Sediment Containment Fence. All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.	LF	353	\$ 1 <sup>-</sup>	\$ 353 <sup>-</sup>
16	Furnishing and installation of portable concrete traffic barriers (SGL SLOPE) (TY 1). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.	LF	360	\$ 125 <sup>-</sup>	\$ 45,000 <sup>-</sup>
17	Remove portable concrete traffic barriers (SGL SLOPE) (TY 1). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.	LF	360	\$ 70 <sup>-</sup>	\$ 25,200 <sup>-</sup>
18	Move and reset of crash cushion attenuators. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.	EA	2	\$ 10,000 <sup>-</sup>	\$ 20,000 <sup>-</sup>
19	Installation of crash cushion attenuators (L) (N) (TL3). All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.	EA	2	\$ 30,000 <sup>-</sup>	\$ 60,000 <sup>-</sup>
20	Jack and bore carrier pipe (8"). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.	LF	515	\$ 400 <sup>-</sup>	\$ 206,000 <sup>-</sup>
21	8" Dia. C900 DR-14 PVC water main. All work per specifications and construction documents to include approval of work, complete; in place, ready to use per linear foot.	LF	413	\$ 500 <sup>-</sup>	\$ 206,500 <sup>-</sup>
22	Bore Pit 10'X30'. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.	EA	1	\$ 30,000 <sup>-</sup>	\$ 30,000 <sup>-</sup>
23	Receiving Pit 10'x10'. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.	EA	1	\$ 10,000 <sup>-</sup>	\$ 10,000 <sup>-</sup>
24	FM approved connections. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.	EA	2	\$ 5,000 <sup>-</sup>	\$ 10,000 <sup>-</sup>
25	Sanitary sewer bypass pumping. All work per specifications and construction documents to include approval of work complete; in place, ready to use per lump sum.	LS	1	\$ 10,000 <sup>-</sup>	\$ 10,000 <sup>-</sup>
26	Plug and abandonment of 8" force main and 16" casing. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.	EA	2	\$ 5,000 <sup>-</sup>	\$ 10,000 <sup>-</sup>
27	8" Plug valve. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.	EA	2	\$ 20,000 <sup>-</sup>	\$ 40,000 <sup>-</sup>

**CITY OF LAREDO  
PURCHASING DIVISION**

Item #	Description of Item	Unit	Qty.	Unit Cost	Ex. Amount
28	8" Force main fittings. All work per specifications and construction documents to include approval of work complete; in place, ready to use per each.	EA	6	\$ 7,500 <sup>-</sup>	\$ 45,000 <sup>-</sup>
	Allowance: Utility and Contingency. This allowance is to be used at the Owner's discretion for unanticipated adjustment of a utility or unknown structure, which warrants the use of the Allowance, or a portion thereof. Should use of the Allowance become necessary, the Owner will provide written authorization at a cost to be negotiated between the Owner and the Contractor and based on the Contractor's actual cost. No work is to be performed under this item without written approval and authorization from the Owner. Work performed without written authorization will not be paid. There is no guarantee that any of these funds will be used, and this item may be deleted in its entirety. If approved, an authorization shall be measured by complete and functioning adjustment of the unanticipated work. Payment shall be made for work complete, in place, tested, and ready to use.	LS	1	\$150,000.00	\$ 150,000.00
				Grand Total	\$ 1,374,221

**Alternate Bid Item**

Alt.1 Item 8	Jack, bore, or tunnel pipe (24") (STL Casing). All work per specifications and construction documents to include approval of work complete; in place, ready to use per linear foot.	LF	515	\$ 660 <sup>-</sup>	\$ 339,900 <sup>-</sup>
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\*Alt.1 Item 8 to be used as an alternate bid item for Bid Item # 8. If alternate item is used, include quantity in Grand Total, if this alternate bid item is not used, leave blank.

Company Name: Spiess Construction Co., Inc.

Owner/President Name: Scott A. Coleman

Company Address: 201 South Broadway Street #140

City, State, Zip Code: Orcutt, CA 93455

Company Authorized Representative's Signature: 

Company Representative's Name: Fred J. Jones, Asst. Vice President

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO  
PURCHASING DIVISION

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**44.0 Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

**CITY OF LAREDO  
PURCHASING DIVISION**

HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Jamie Jones  
Name

\_\_\_\_\_  
Signature

26 January 2026  
Date

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>	
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1 Name of person who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b></p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer with whom filer has employment or business relationship.</b></p> <p align="center"><u>n/a</u> Name of Officer</p>	
<p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <b>n/a</b> <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <b>n/a</b> <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p align="center">_____ Signature of person doing business with the governmental entity <b>Fred J. Jones, Asst. Vice President</b></p>	<p align="center"><u>26 January 2026</u> Date</p>

CITY OF LAREDO  
PURCHASING DIVISION

45.0

AFFIDAVIT

Project: IH-35 Force Main Relocation

Form of Non-Collusive Affidavit

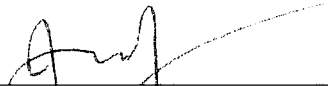
AFFIDAVIT

STATE OF ~~TEXAS~~ {  California  
COUNTY OF ~~WEBB~~ {  Santa Barbara

Being first duly sworn, deposes and says:

That he/she is Assistant Vice President  
(a Partner or officer of the firm of, etc.)

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

  
Signature of: Fred J. Jones, Asst. Vice President  
Bidder, if the Bidder is an individual  
Partner, if the Bidder is a Partnership  
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(SEE ATTACHED JURAT)  
Notary Public

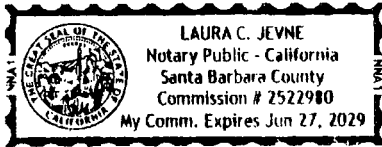
My commission expires:  
\_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Barbara

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of January, 2026, by Scott A. Coleman

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Laura Jevne

46.0



## City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form  
and submit with proposal to originating department.

All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

\*This is a \_\_\_ New Submission or \_\_\_ Correction or \_\_\_ Update to previous submission.

*1. Name of person submitting this disclosure form.		
Fred (Jamie)	J. Jones	III
First	M.I. Last	Suffix

*2. Contract Information.
a) Contract or Project name(s): IH-35 Force Main Relocation
b) Originating Department(s): Utilities Department

*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)			
Jamie Jones, A.V.P.			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3
<input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
<input type="checkbox"/> Name of partner, parent, or subsidiary business entity(ies): n/a

CITY OF LAREDO  
PURCHASING DIVISION

**\*5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

List of contributors: \_\_\_\_\_ n/a  
\_\_\_\_\_  
\_\_\_\_\_

**Updates on Contributions Required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**\*8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?     **No**

**CITY OF LAREDO  
PURCHASING DIVISION**

I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Acknowledgements**

**Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

**No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

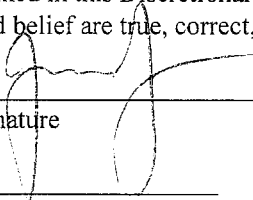
**\*Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

**\*Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

<u>Fred J. Jones</u>		<u>Asst. Vice President</u>
Name (Print)	Signature	Title
<u>Spiess Construction Co., Inc.</u>		<u>26 January 2026</u>
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo  
P.O. Box 579  
Laredo, TX 78042-0579

CITY OF LAREDO  
PURCHASING DIVISION

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**47.0 Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

**Implementation of House Bill 1295**

**47.1 Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**47.2 Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

[HB 1295](#)

[Certificate of Interested Parties \(Form 1295\)](#)

[New Chapter 46, Ethics Commission Rules:](#)

[46.1. Application](#)

[46.3. Definitions](#)

[46.5. Disclosure of Interested Parties Form](#)

**CITY OF LAREDO  
PURCHASING DIVISION**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Spiess Construction Co., Inc. PO Box 2849, Santa Maria, CA 93457

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

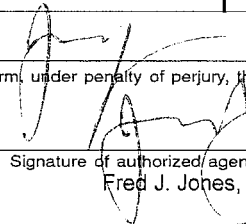
City of Laredo, Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

IH-35 Force Main Relocation

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity  
Fred J. Jones, Asst. Vice President

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

*(SEE ATTACHED JURAT)*

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

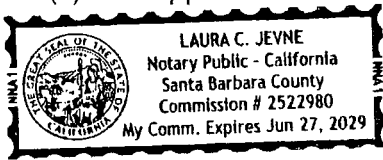
\*\*\*\*\***DOES NOT NEED TO BE NOTARIZED**\*\*\*\*\*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Barbara

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of January, 2026, by Scott A. Coleman

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Laura C. Jevne

CITY OF LAREDO  
PURCHASING DIVISION

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**48.0 Vendors Instructions:**

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3<sup>rd</sup>. floor, Laredo, Texas 78040 until **5:00 P.M. on Tuesday, January 27, 2026; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on Wednesday, January 28, 2026.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: IH-35 Force Main Relocation – Utilities Department**  
**RFB: 2026-030**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary  
C/O Mario I. Maldonado Jr.  
City Hall - Third Floor  
1110 Houston Street  
Laredo, Texas 78040

RESOLUTION OF BOARD OF DIRECTORS OF  
SPIESS CONSTRUCTION CO., INC.

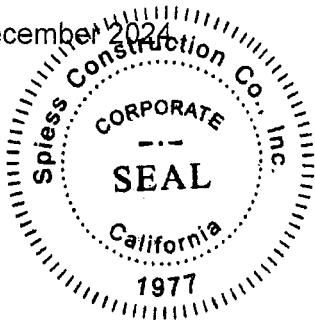
RESOLVED, That the officers of Spiess Construction are as follows:

Scott A. Coleman, President, Frank L. Forthun, Vice President, Fred J. Jones,  
Asst. Vice-President, Garrett S. Coleman, Asst. Vice-President, Young (Kevin)  
Kim, Secretary and Laura C. Jevne, Assistant Secretary.

These appointments are effective 12/31/2024 until further notice.

I, Kevin Kim, do hereby certify that I am the duly elected and  
qualified Secretary and Keeper Of the records and corporate seal of Spiess  
Construction Co., Inc. a corporation organized and existing under the laws of the  
State of California, and that the above is a true and correct copy of the resolution  
duly adopted at a meeting of the Board of Directors thereof, convened and held  
in accordance with the law and Bylaws of said Corporation on the 20<sup>th</sup> day of  
December 2024, and such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed by name as Secretary and have  
caused the corporate seal of said Corporation to be hereunto affixed the 20th day  
of December 2024



  
\_\_\_\_\_  
Kevin Kim, Secretary

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2026-1411364

Date Filed:  
 01/21/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Spieess Construction Co., Inc.  
 Santa Maria, CA United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Laredo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

IH-35  
 IH-35 Force Mian Relocation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Fred J. Jones, and my date of birth is 08-27-78.

My address is 607 E. Cherry Ave., Arroyo Grande, CA, 93420, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Santa Barbara County, State of California, on the 26th day of January, 2026.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant) **Fred J. Jones**