

METS Construction Inc
PO Box 522
Cassville, TX 78009

Bid documents enclosed
Water System Improvements at the
Fishing - Peggy Water Plant
Wednesday, February 25, 2020
@ 2pm

RECEIVED
COUNTY AUDITOR
ATASCOSA COUNTY
2020 FEB 25 PM 1:37

Construction

Advertisement and Invitation for Sealed Bids

The County of Atascosa will receive bids for the El Oso Water Supply Corporation's Fashing-Peggy "WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT FOR THE EL OSO WATER SUPPLY CORPORATION" (TxCDBG #CDV23-0227) until 2:00 PM on Wednesday, February 25, 2026 at the County Auditor's Office, 1 Courthouse Circle Drive, Suite 105, Jourdanton, TX 78026. The bids will be publicly opened and read aloud at 2:00 PM on Wednesday, February 25, 2026, at the County Auditor's Office, 1 Courthouse Circle Drive, Suite 105, Jourdanton, TX 78026.

Bids are invited for several items and quantities of work as follows: furnishing and installation of a new steel ground water storage tank (and foundation), cooling tower with a new platform, new filter/backwash pumps, plant piping, plant electrical, and all appurtenances to put the Fashing-Peggy water plant and ground water storage tank into service.

Bid/Contract Documents, including Drawings and Technical Specifications are on file at COPE ENGINEERING, INC., 8611 Botts Lane, San Antonio, Texas 78217 (210-828-7070, fax 210-828-7076). Please submit questions for this project by 5:00 PM on February 17, 2026, in writing through email or plan room to: kyle@copeengineeringtx.com or ConstructConnect, Dodge Data & Analytics, AMTEK Austin, and Virtual Builders Exchange. Answers to the questions will be replied to in writing by 2:00 pm on February 18, 2026, or included as part of an addendum.

Copies of the Bid/Contract Documents may be obtained by depositing \$70.00 with the engineer for each set of documents obtained. The deposit will be refunded if the documents and drawings are returned in good condition within 10 days following the bid opening.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed \$100,000]. A certified check or bank draft payable to the County of Atascosa or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin.

The County of Atascosa reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by County of Atascosa for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

Atascosa County, TX

Honorable Weldon Cude, County Judge

February 4 & 11, 2026

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the Grant Recipient must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

If Alternate SA-1 is selected, Bid Item No. 3 will be removed entirely from the base bid and replaced with Alternate Bid Item SA-1 prior to determining the low bidder. If Alternate SA-2 is selected, Bid Item No. 4 will be removed entirely from the base bid and replaced with Alternate Bid Item SA-2. This procedure will apply for Substitutive Alternates 1-6 and only apply to Bid Item No. 3 and Bid Item No. 4

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

7. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than \$100, 000,]. A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit

price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal.

The Department will sum the products of the quantities and the unit prices bid in the proposal form, including any selected alternates, to determine the official total bid amount. The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

Special attention is drawn to this condition, as the unit prices will be used to determine the total bid price and the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Grant Recipient that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

The County shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a

department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work

- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - o Counties: If the contract is in excess of \$25,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

18. Certification Regarding Lobbying –

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification 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 USC § 1352.

**PROPOSAL TO ATASCOSA COUNTY FOR THE CONSTRUCTION OF:
“WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT FOR
THE EL OSO WATER SUPPLY CORPORATION” (TxCDBG #CDV23-0227)**

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, corporation; that the Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish the materials called for in the Contract and specifications in the manner prescribed therein and according to the requirements of the Owner as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in TWO HUNDRED FIFTY (250) consecutive calendar days. Bidder further agrees to pay as liquidated Damages, the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Accompanying this Proposal is a Bid Surety in the amount of thirty thousand one hundred thirty one Dollars (\$ 30,131.00), said amount being 5% percent of the total bid. Said Bid Surety, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guarantee of good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to the opening of the bids, withdraw this proposal without penalty; it is all so agreed that if the Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, as herewith provided, within ten (10) days after such acceptance, the Atascosa County shall, in any such events, be entitled and is hereby given the right to retain said Bid Surety as liquidated damages. It is understood that Atascosa County reserves the right to reject any and all Bids whenever the County deems it in the interest of the County to do so, and also the right to waive any informalities in a bid.

Bidder agrees to perform all work described in the Specifications and shown on the plans, for the following unit prices: (All amounts are to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern.)

"WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT
FOR THE EL OSO WATER SUPPLY CORPORATION

(TxCDBG #CDV23-0227)

BASE BID PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
1	1 L.S.	Mobilization, Complete in Place for <u>ten thousand</u> Dollars and <u>zero</u> cents	\$10,000.00
2	1 L.S.	Insurance and Bonds for <u>thirty seven thousand</u> Dollars and <u>zero</u> cents	\$37,000.00
3	1 L.S.	Furnish and Install 100,000 Gallon Welded Steel Ground Water Storage Tank to Include: Tank Accessories, Sitework, Painting, Clean Up, & Appurtenances, Complete In Place for <u>two hundred eighty four thousand four hundred</u> Dollars and <u>zero</u> cents	\$284,400.00
4	1 L.S.	Furnish and Install 100,000 Gallon Steel Ground Water Storage Tank Concrete Ringwall Foundation, Center Column Pad, & Appurtenances, Complete In Place for <u>sixty thousand</u> Dollars and <u>zero</u> cents	\$60,000.00
5	1 L.S.	Furnish and Install Concrete Splash Block for Overflow & Drain, Complete In Place for <u>three thousand</u> Dollars and <u>zero</u> cents	\$3,000.00
6	1 L.S.	Furnish and Install 100,000 Gallon Steel Tank Testing & Disinfection, Complete In Place for <u>two thousand</u> Dollars and <u>zero</u> cents	\$2,000.00
7	2 EA	Furnish All Labor, Equipment & Materials And Install 350 GPM Filter Booster Pump, Piping, Electrical & Accessories, Complete in Place for <u>Forty eight thousand one hundred forty</u> Dollars and <u>zero</u> cents	\$96,280.00
8	2 EA	Furnish All Labor, Equipment & Materials And Install 850 GPM Filter Booster Pump, Piping, Electrical & Accessories, Complete in Place for <u>Fifty one thousand two hundred twenty</u> Dollars and <u>zero</u> cents	\$102,440.00

*Total Sum of Items No. 1 & No. 2 Shall Not Exceed More Than 10% of the Total Contract Amount.

"WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT
FOR THE EL OSO WATER SUPPLY CORPORATION
(TxCDBG #CDV23-0227)

BASE BID PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
9	2 EA	Furnish All Labor, Equipment & Materials And Install 7' x 8' x 6" Concrete Slab w/Corner Anchor Plates Complete in Place for <u>twelve thousand five hundred</u> Dollars and <u>zero</u> cents	\$25,000.00
10	190 L.F.	Furnish All Labor, Equipment & Materials And Install Plant Piping - 6" PVC CL 200 SDR 21 Waterline, Complete in Place for <u>one hundred seventy five</u> Dollars and <u>zero</u> cents	\$33,250.00
11	5 EA	Furnish All Labor, Equipment & Materials And Install New 6" Gate Valve & Box (M.J.), Complete in Place for <u>two thousand two hundred</u> Dollars and <u>zero</u> cents	\$11,000.00
12	2 EA	Furnish All Labor, Equipment & Materials And Install New 6" Gate Valve (Flanged), Complete in Place for <u>two thousand five hundred</u> Dollars and <u>zero</u> cents	\$5,000.00
13	1 EA	Furnish All Labor, Equipment & Materials And Install New 4" Gate Valve & Box (M.J.), Complete in Place for <u>two thousand five hundred</u> Dollars and <u>zero</u> cents	\$2,500.00
14	1 EA	Furnish All Labor, Equipment & Materials and Install 6" Cutting-In-Tee, Complete in Place for <u>three thousand</u> Dollars and <u>zero</u> cents	\$3,000.00
15	2 EA	Furnish All Labor, Equipment & Materials and Install 4" X 6" Cutting-In-Tee, Complete in Place for <u>three thousand</u> Dollars and <u>zero</u> cents	\$6,000.00
16	1 TON	Furnish All Labor, Equipment & Materials And Install Ductile Iron Pipe & Fittings for <u>Twenty five thousand</u> Dollars and <u>zero</u> cents	\$25,000.00

"WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT
FOR THE EL OSO WATER SUPPLY CORPORATION
(TxCDBG #CDV23-0227)

BASE BID PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
17	190 L.F.	Furnish All Labor, Equipment & Materials And Install Trench Safety Protection for <u>twelve</u> Dollars and <u>zero</u> cents	\$2,280.00
18	1 L.S.	Furnish and Install New Plant Electrical to Include, Conduit from Booster Pumps to Electrical Panel & VFD's for Each Booster Pump, Complete in Place for <u>fifty six thousand six hundred forty</u> Dollars and <u>zero</u> cents	\$56,640.00
19	1 L.S.	Furnish and Install Site Grading, Complete in Place for <u>four thousand</u> Dollars and <u>zero</u> cents	\$4,000.00
20	1 L.S.	Furnish and Install Soil Erosion and Sediment Control Plan, Complete in Place for <u>two thousand five hundred</u> Dollars and <u>zero</u> cents	\$2,500.00
21	0.20 AC.	Furnish and Install Permanent Seeding for Erosion Control, Complete in Place for <u>twenty five thousand</u> Dollars and <u>zero</u> cents	\$5,000.00

TOTAL PROPOSAL BASE BID: \$ 776,290.00

START DATE: April 2, 2026

"WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT
FOR THE EL OSO WATER SUPPLY CORPORTION
(TxCDBG #CDV23-0227)

SUBSTITUTIVE ALTERNATE BIDS

1 SA-3	1 L.S.	Furnish and Install 100,000 Gallon Bolted Steel Ground Water Storage Tank to Include: Tank Accessories, Sitework, Painting, Clean Up, & Appurtenances, Complete In Place for <u>One hundred Forty three thousand seven hundred thirty</u> Dollars and <u>zero</u> cents	\$143,730.00
2 SA-4	1 L.S.	Furnish and Install 100,000 Gallon Steel Ground Water Storage Tank Steel Grade Beam Foundation, & Appurtenances, Complete In Place for <u>nine thousand</u> Dollars and <u>zero</u> cents	\$9,000.00
3 SA-3	1 L.S.	Furnish and Install 150,000 Gallon Welded Steel Ground Water Storage Tank to Include: Tank Accessories, Sitework, Painting, Clean Up, & Appurtenances, Complete In Place for <u>three hundred seven thousand</u> Dollars and <u>zero</u> cents	\$307,000.00
4 SA-3	1 L.S.	Furnish and Install 150,000 Gallon Bolted Steel Ground Water Storage Tank to Include: Tank Accessories, Sitework, Painting, Clean Up, & Appurtenances, Complete In Place for <u>one hundred eighty two thousand</u> Dollars and <u>zero</u> cents	\$182,000.00
5 SA-4	1 L.S.	Furnish and Install 150,000 Gallon Steel Ground Water Storage Tank Steel Grade Beam Foundation, & Appurtenances, Complete In Place for <u>ten thousand</u> Dollars and <u>zero</u> cents	\$10,000.00
6 SA-4	1 L.S.	Furnish and Install 150,000 Gallon Steel Ground Water Storage Tank Concrete Ringwall Foundation, Center Column Pad, & Appurtenances, Complete In Place for <u>eighty thousand</u> Dollars and <u>zero</u> cents	\$80,000.00

"WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT
FOR THE EL OSO WATER SUPPLY CORPORTION
(TxCDBG #CDV23-0227)

ADDITIVE ALTERNATE BID

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
1 AA-1	1 L.S.	Furnish and Install 15' X 30' X 30' Tall Steel Cooling Tower Platform w/Accompanying Stairway & Appurtenances, Complete In Place for <u>one hundred sixty five thousand</u> Dollars and <u>zero</u> cents	\$165,000.00
2 AA-2	2 EA	Remove and Relocate 200 GPM Cooling Tower System & Appurtenances to New Cooling Tower Platform, Complete In Place for <u>ten thousand</u> Dollars and <u>zero</u> cents	\$20,000.00
3 AA-3	5 EA	Furnish All Labor, Equipment & Materials And Install New 6" Gate Valve & Box (M.J.), Complete in Place for <u>two thousand five hundred</u> Dollars and <u>zero</u> cents	\$12,500.00
4 AA-4	2 EA	Furnish All Labor, Equipment & Materials and Install 6" Cutting-In-Tee, Complete in Place for <u>three thousand</u> Dollars and <u>zero</u> cents	\$6,000.00
5 AA-5	20 L.F.	Furnish All Labor, Equipment & Materials And Install Plant Piping - 6" PVC CL 200 SDR 21 Waterline, Complete in Place for <u>seventy five</u> Dollars and <u>zero</u> cents	\$1,500.00
6 AA-6	150 L.F.	Furnish All Labor, Equipment & Materials And Install Plant Piping - 6" Ductile Iron Waterline, Complete in Place for <u>one hundred sixty six</u> Dollars and <u>sixty seven</u> cents	\$25,000.00
7 AA-7	0.50 TON	Furnish All Labor, Equipment & Materials And Install Ductile Iron Pipe & Fittings for <u>twenty five thousand</u> Dollars and <u>zero</u> cents	\$12,500.00
8 AA-8	1 L.S.	Furnish All Labor, Equipment & Materials And Install Cooling Tower Plant Piping, Fittings, Valves, etc. Complete in Place for <u>twenty five thousand</u> Dollars and <u>zero</u> cents	\$25,000.00

"WATER SYSTEM IMPROVEMENTS AT THE FASHING-PEGGY WATER PLANT
FOR THE EL OSO WATER SUPPLY CORPORATION
(TxCDBG #CDV23-0227)

ADDITIVE ALTERNATE BID

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION UNIT PRICE X QUANTITY (In Figures)
9 AA-9	1 L.S.	Furnish All Labor, Equipment & Materials And Relocate Cooling Tower Electrical Equipment to New Platform for <u>eighteen thousand two hundred forty</u> Dollars and <u>zero</u> cents	\$18,240.00
10 AA-10	175 L.F.	Furnish All Labor, Equipment & Materials And Install Trench Safety Protection for <u>twelve</u> Dollars and <u>zero</u> cents	\$2,100.00

TOTAL PROPOSAL BASE BID + ADDITIVE ALTERNATES: \$ 1,064,130.00

In the event of the award of a contract to the undersigned, the undersigned will execute same "AGREEMENT" and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance or the end of the guarantee period where so stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Owner.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Bidder is: MGB Construction, Inc., An individual proprietor-ship; _____, A partnership composed of _____, and _____, A corporation chartered under the laws of the State of Texas, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

Attest: Cassidy Bauml
Secretary
(Title)

Michael Brawley
(Name of Bidder)
By [Signature]
(Signature)

Cassidy Bauml

Federal ID # 35-2307880

MGB Construction, Inc.
(Company)

Tel. No. 830-426-1168

P.O. Box 522
(Address)

Date 2/24/2026

Castroville, TX 78009
(City and State)

Fax. No. _____

Addendum Received: Signature

Addendum Received: Signature

No. _____

No. _____

No. _____

No. _____

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MGB Construction Inc.
P.O. Box 522
Castroville, TX 78009

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

El Oso Water Supply Corporation
4098 US-181 BUS
Kenedy, TX 78119

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Fashing Peggy Water System Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of February, 2026.

Cassidy Baul
(Witness)

MGB Construction Inc.

(Principal)

(Seal)

By: M. D. B. President
(Title)

Ricky Pleasant, Jr.
(Witness) Ricky Pleasant, Jr.

FCCI Insurance Company

(Surety)

(Seal)

By: Courtney J. H. Attorney-in-Fact
(Title)





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Courtney J. Goulding

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

Surety Bond No.: Bid Bond
Principal: MGB Construction Inc.
Obligee: El Oso Water Supply Corporation

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326635
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326635
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 25th day of February, 2026

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

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:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI 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 documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Corporate Certifications

I, Michael Brawley, certify that I am the President of the corporation named as Contractor herein; that Michael Brawley, who signed this Agreement on behalf of the Contractor, was then President of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal


Cosby Baul
(Corporate Secretary)

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

MGB Construction, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Charlotte.

- A. To ascertain from the City/County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of MGB Construction, Inc., we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.



Signature

Michael Brawley

Printed Name

President

Title

02/24/2026

Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/ Residents
Totals				

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 02/24/2026

Bidder (Legal Name of Firm): MGB Construction, Inc.

Date Organized: 2007

Address : P.O. Box 522 Castroville, TX 78009

Date Incorporated 2007

Federal ID Number: 35-2307880

Number of Years in contracting business under present name 19

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>Charlotte Water System Improvements</u>	<u>\$360,832.50</u>	<u>July 2026</u>
_____	_____	_____
_____	_____	_____

Type of work performed by your company: General Contractor

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
6

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Devine Warhorse Pump Site	862,603.00	02/2026

Major equipment available for this contract: Skid steer, excavators

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: 835 US-90 E Castroville, TX 78009 Contact Name: Holly Boyle

City & State: Castroville, TX Zip: 78009 Phone Number: _____

Credit available: \$ 100,000.00

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 24th day of February, 2026.



Signature

Michael Brawley President

Printed Name and Title

MGB Construction, Inc.

Company Name

Notary Statement:

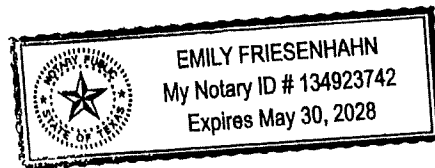
Michael Drawley, being duly sworn, says that he/she is the
Position/Title President of MGB Construction Inc. (Firm Name), and
hereby swears that the answers to the foregoing questions and all statements therein contained
are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to
furnish any information requested City/County of Atacosa in verification of the
recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 25 day of Feb, 2020.

Notary Public

Emily Friesenhahn
Signature

Emily Friesenhahn
Printed Name



My Commission Expires: May 30, 2028

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

MGB Construction, Inc
P.O Box 522 Castroville, TX 78009

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes

No

The undersigned hereby certifies that:

The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract.

The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

Michael Brawley President

NAME AND TITLE OF SIGNER (Please type)



02/24/2026

SIGNATURE

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient) <i>Atacosa County</i>	DATE <i>2/24/2026</i>
	PROJECT NUMBER (if any) <i>TXCDBG #CDV23-0227</i>
C/O	PROJECT NAME <i>Fashing-Peggy Water Plant</i>

1. The undersigned, having executed a contract with *Atacosa County* for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

- (a) The legal name and the business address of the undersigned are:

MEB Construction Inc P.O. Box 522 Bastropville TX 78009

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF <i>Texas</i>
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<i>Michael Brawley</i>	<i>President</i>	<i>450 PR Rd 4662 Bastropville TX</i>
<i>Kimberly Brawley</i>	<i>secretary</i>	<i>450 PR Rd 4662 Bastropville TX</i>

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Medina)

Michael Brawley, being first duly sworn, deposes and says that:

(1) He/She is President of MGB Construction, Inc., the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Atascosa (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

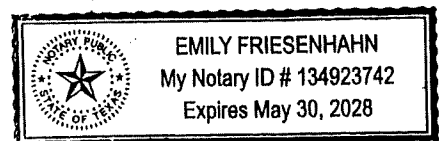
(Signed) *[Signature]*

President
Title

Subscribed and sworn to me this 25 day of February.

By: *[Signature]*
Notary Public

My commission expires May 30, 2028



Certification Regarding Lobbying

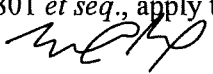
(To be submitted with each bid or offer exceeding \$100,000)

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, MGB Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Michael Brawley President

Printed Name and Title of Contractor's Authorized Official

2/24/2026

Date