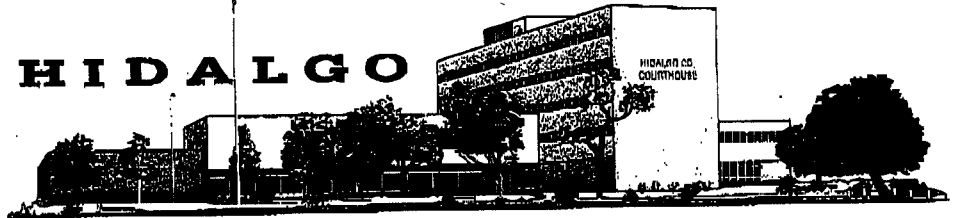


COUNTY *of* **HIDALGO**

EDINBURG, TEXAS 78539

*Joe M. Flores**County Commissioner, Pct. No. 3**P.O. Box 607**Mission, Texas 78573**Office: (956) 585-4509**Fax: (956) 585-2375***MEMORANDUM**

TO: Juan Tapia, Buyer
Hidalgo County Purchasing Dept.

FROM: Joe M. Flores, Commissioner *JMF*

DATE: November 21, 2006

RE: Bid No. 06-295-09-20-jmt
Paula Drive Street and Drainage Improvements

After reviewing the bid tabulation for the above-mentioned bid project, I am recommending that the bid be awarded to the lowest bidder, J.M. Construction.

Please include my recommendation for approval on the next Commissioner's Court meeting.

Thank you and should you have any questions or require additional information, please do not hesitate to call my office at (956)585-4509.

JAVIER HINOJOSA ENGINEERING

CONSULTING ENGINEERS

416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
FAX: (956) 994-8102

FACSIMILE TRANSMITTAL SHEET

DATE: September 21, 2006

TO: Hidalgo County Purchasing Department
ATTN: Mr. Juan Tapia

FROM: Javier Hinojosa, P.E.

REFERENCE: Bid No. 06-295-09-20-jmt
Paula Drive Street and Drainage Improvements
(Breyfogle Road – Moorefield Road)

NOTES: Attached please find the bid recommendation and a copy of the bid tabulation for the referenced project. If you have any questions or require further information, please feel free to contact me at your convenience.

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 4

FAX NUMBER SENT TO: 318-2629

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL OUR OFFICE IMMEDIATELY AT (956) 668-1588.

THANK YOU,


Javier Hinojosa Engineering

cc: MONA
NORMA

BID TABULATION SHEET
Hidalgo County Precinct #3
Paula Drive Paving and Drainage Improvements
Bid # 06-295-09-20-jmt
Bid Date: September 18, 2006 @ 4:00 p.m.

	QUANTITIES	J.M. Construction	Valley Paving, Inc.	S & G Paving Company, Inc.	D.M. Reith, Inc.	
A. Paula Drive - Brevoort Road To Moorefield Road						
1	Unc. Excavation & Subgrade Preparation	3,400 CY	\$6.00	\$20,400.00	\$4.00	\$13,600.00
2	8" Flexible Base	6,600 SY	\$7.00	\$46,200.00	\$7.00	\$46,200.00
3	6" Curb & Gutter (18)	2,640 LF	\$8.00	\$21,120.00	\$9.00	\$23,760.00
4	Break Exist. Curb & Replace w/72" Valley Gutter	83 LF	\$49.00	\$4,067.00	\$40.00	\$3,320.00
5	Lime Treated Subgrade (If Required)	6,600 SY	\$1.00	\$6,600.00	\$3.00	\$19,800.00
6	Lime (If Required)	90 TONS	\$90.00	\$8,100.00	\$120.00	\$10,800.00
7	18" RC Pipe	180 LF	\$33.00	\$5,940.00	\$30.00	\$5,400.00
8	24" RC Pipe	360 LF	\$45.00	\$16,200.00	\$40.00	\$14,400.00
9	36" RC Pipe	900 LF	\$56.00	\$50,400.00	\$70.00	\$63,000.00
10	Trench Protection	1,440 LF	\$10.00	\$14,400.00	\$3.00	\$4,320.00
11	Curb Inlet	4 EA	\$2,900.00	\$11,600.00	\$3,000.00	\$12,000.00
12	Down Drain	1 EA	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
13	5' Sidewalk	1,300 LF	\$8.15	\$10,595.00	\$20.00	\$26,000.00
14	Handicap Ramps	2 EA	\$450.00	\$900.00	\$600.00	\$1,200.00
15	Safety End Treatment	2 EA	\$700.00	\$1,400.00	\$600.00	\$1,200.00
	Subtotal (Item A):		\$219,422.00	\$234,760.00	\$256,800.00	\$288,381.00
	TOTAL BASE BID (ITEM A):		\$219,422.00	\$234,760.00	\$256,800.00	\$288,381.00

**HIDALGO COUNTY PURCHASING DEPARTMENT
 BID TABULATION SHEET
 BID No. 06-295-09-20-jmt**

DEPARTMENT NAME: Hidalgo County- Precinct 3

BID OPENING DATE: September 20, 2006

BID OPENING TIME: 4:00 P.M.

DESCRIPTION OF BID: "Street and Drainage Improvement for Paula Drive at Palm View"

BUYER: Juan Tapia

BID # RFB#	NAME OF COMPANY	UNIT PRICE	BID TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	JM CONSTRUCTION		\$ 219,422.00	Yes
#2	VALLEY PAVING, Inc		\$ 234,760.00	Yes
#3	S & G PAVING CO., INC.		\$ 256,800.00	Yes
#4	D.M. ROTH, INC.		\$ 288,381.00	Yes
#5				
#6				
#7				
#8				
#9				

Bid
for
HIDALGO COUNTY PRECINCT #3
"PAULA DRIVE PAVING AND DRAINAGE IMPROVEMENTS"
(Breyfogle Road To Moorefield Road)

BID NO.: 06-295-09-20-jmt

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: J. M. Construction

Address: 3701 Jade Street

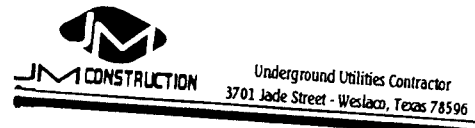
City, State, Zip Code: Weslaco, Texas 78596

By: Juan Mendoza

Printed Name: Juan Mendoza

Title: President

106 P
SEP 20 2006
16



PROPOSAL

TO OWNER:

The undersigned, as bidders, declared 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 other person, firm or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes or materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

The Bidder shall attach to his bid sheet a list of any exceptions to the specifications.

It is understood that the following quantities of work to be done at unit prices are approximately only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as a payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any and all bids.

BID PROPOSAL FORM

TO: The Honorable Joe Flores
 Commissioner Precinct No. 3
 County of Hidalgo, Texas
 724 N. Breyfogle
 Mission, Texas 78572

RE: Paula Drive Paving and Drainage Improvements
 (Breyfogle Road To Moorefield Road)
 Hidalgo County Precinct No. 3

Pursuant to Advertisement for Bids and Instructions to Bidders, the undersigned Bidder hereby proposes to furnish all the necessary plans, labor, materials, tools, and equipment and to perform all the work for the described project in strict accordance with the plans, contract documents, and any attached Addenda. The Bidder binds himself, upon acceptance of his proposal, to execute a contract and bond according to the time stated and is required by the Plans, Contract Documents, and any attached Addenda for the following price, to wit:

ENGINEER'S ESTIMATE OF QUANTITIES-APPROXIMATE ONLY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	ITEM TOTAL
A. PAULA DRIVE – Breyfogle Road To Moorefield Road					
1.	Unc. Excavation & Subgrade Preparation	3,400 CY	@	\$ <u>6.00</u>	= \$ <u>20,400.00</u>
2.	8" Flexible Base	6,600 SY	@	\$ <u>7.00</u>	= \$ <u>46,200.00</u>
3.	6" Curb & Gutter (18")	2,640 LF	@	\$ <u>8.00</u>	= \$ <u>21,120.00</u>
4.	Break Exist. Curb & Replace w/72" Valley Gutter	83 LF	@	\$ <u>49.00</u>	= \$ <u>4,067.00</u>
5.	Lime Treated Subgrade (If Required)	6,600 SY	@	\$ <u>1.00</u>	= \$ <u>6,600.00</u>
6.	Lime (If Required)	90 TONS	@	\$ <u>90.00</u>	= \$ <u>8,100.00</u>
7.	18" RC Pipe	180 LF	@	\$ <u>33.00</u>	= \$ <u>5,940.00</u>
8.	24" RCP	360 LF	@	\$ <u>45.00</u>	= \$ <u>16,200.00</u>
9.	36" RC Pipe	900 LF	@	\$ <u>56.00</u>	= \$ <u>50,400.00</u>
10.	Trench Protection	1,440 LF	@	\$ <u>10.00</u>	= \$ <u>14,400.00</u>

11. Curb Inlet	4 EA	@	\$ <u>2,900.00</u>	=	\$ <u>11,600.00</u>
12. Down Drain	1 EA	@	\$ <u>1,500.00</u>	=	\$ <u>1,500.00</u>
13. 5' Sidewalk	1,300 LF	@	\$ <u>8.15</u>	=	\$ <u>10,595.00</u>
14. Handicap Ramps	2 EA	@	\$ <u>450.00</u>	=	\$ <u>900.00</u>
15. Safety End Treatment	2 EA	@	\$ <u>700.00</u>	=	\$ <u>1,400.00</u>

TOTAL BASE BID (Items A): \$ 219,422.00

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____
(\$ _____) Dollars, or a Proposal Bond in the sum of Five Percent
(\$ _____) Dollars, which it is agreed shall be collected and retained by the
Owner as liquidated damages in the event this proposal is accepted by the Owner and the
undersigned Bidder fails to execute a contract with the Owner under the conditions hereof within
ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be
returned to the undersigned upon demand.

Number of working days to complete contract **45**.

The undersigned agrees, unless hereinafter stated otherwise to furnish all labor and materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after notice to proceed is issued and complete the work within **45** working days, except Saturdays, Sundays and County recognized holidays.

Receipt is acknowledged of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all formalities.

DATE: _____

Respectfully submitted,

By: Juan Mendoza
(Signature)

Juan Mendoza
(Type or Print Name)

J. M. Construction
(Company)

3701 Jade Street
(Address)

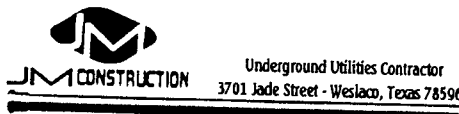
Weslaco, Texas 78596

956-565-5222
(Phone Number)

956-514-4955
(Fax Number)

(SEAL - IF BIDDER IS A CORPORATION)

[Handwritten signature]



Insurance Requirement Acknowledgment

I, Juan Mendoza, authorized representative for J.M. Construction,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)

will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

have already been met, see attached copy of insurance certificate.

Juan Mendoza
Authorized Representative

9/20/06
Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas.....)

County of Hidalgo.....)

Juan Mendoza, being first duly sworn,

deposes and says that:

(1) He is President, of J. M. Construction, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this 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, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other 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 any 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 Owner 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.

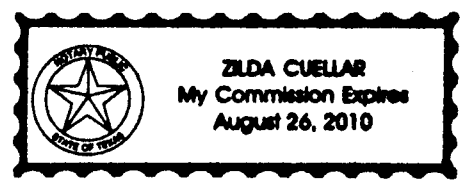
(Signed) Juan Mendoza
President
(Title)

Subscribed and sworn to before me on this 19th

day of September

Zilda Cuellar

Notary
Title





FIRST NATIONAL SURETY
 PO BOX 34526
 SEATTLE, WA 98124-1526

**POWER
 OF ATTORNEY**

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
 PO BOX 34526
 SEATTLE, WA 98124-1526

No. 12885

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint
 *****SHELIA DUNAGAN; ANDY ALVAREZ; Pharr, Texas*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 26th day of March, 2003

Christine Mead

CHRISTINE MEAD, SECRETARY

Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
 (i) The provisions of Article V, Section 13 of the By-Laws, and
 (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
 (iii) Certifying that said power-of-attorney appointment is in full force and effect,
 the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19th day of September, 2006



Christine Mead

CHRISTINE MEAD, SECRETARY

**SERVICE CONTRACT
C-06-00-00-00**

THIS CONTRACT is made and entered into this ____ day of _____, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, Texas ("Company").

WHEREAS, Company responded to advertised notices for bids _____ and/or (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in full and final consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning January 1, 200, and ending on December 31, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below.

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2006.

COUNTY OF HIDALGO

By: _____
Ramon Garcia County Judge

ATTEST:

J. D. Salinas, III, County Clerk

COMPANY
By: _____
Printed Name: _____
Title: _____

DRAFT