



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

March 30, 2007

S & G Paving Company
P.O. Box 279
Mission, Texas 78573

Re: Morningside Estates Road Improvements
Notice of Award

Mr. Salinas,

The County of Hidalgo has approved our recommendation to award S & G Paving Company the above reference projects. The projects has been awarded for the amount of \$44,381.40 with a project completion period of 180 days. You will be receiving a notice to proceed from our office after the pre-construction meeting, to commence work.

Please find attached the Contract Documents (6 sets) for execution and for bonding required. Submit them to our office and we will forward them to the County of Hidalgo for signatures. If you have any questions, please contact us at (956) 383-2984.

Thank you,

Samuel D. Maldonado, P.E.
Director of Engineering

AV/aa

CC: Commissioner Oscar L. Garza, Jr., HCP#4
Agapito Vargas, HCP#2

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



PURCHASING DEPARTMENT
County Of Hidalgo

July 6, 2007

VIA FAX (956) 581-1484

Eddie Salinas
S & G Paving Co Inc.
P.O. Box 27
Mission, Texas 78573

Dear Mr.Saenz:

Pursuant to Commissioners' Court action of, March 13, 2007 Hidalgo County Border Colonia Access Program Project "**Road Construction of Morningside Estates**" has been awarded to your company and you have been notified by the project engineer J.E. Saenz & Associates, Inc., however, prior to proceeding with the execution there is a few concerns by Legal on your Performance and Payment Bond. The name on the "Power of Attorney" is not the same as the name on the Bonds under "Attorney-in-fact". We are asking that you please have this resolve no later than Tuesday July 10, 2007. We have passed the 10 day deadline of submitting all documentation as stated under the terms & conditions

8. Liquidated Damages for Failure to enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

This information must be received in our office no later than Tuesday, July 10, 2007, 2007 at 8:30 a.m.

Should you have any questions or concerns please do not hesitate in contacting me at (956) 318-2626 or (956) 292-7000 ext 4860.

Sincerely,

Laura Renteria-Moya
BCAP Buyer II

cc: J.E. Saenz & Associates, Inc.
Agapito Vargas, Hidalgo County BCAP Director

via fax
via fax

signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid (s): Border Access Colonia Program
CAP-07-003-02-07-LRM“Morningside Estates”

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written “Notice to Proceed” of the Owner and to fully complete the project within 90 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry