

ORIGINAL

RFP NO:2008-403-11-06-MSS

Buyer II: Moises Salazar

Tel. No: (956) 318-2626- X-4863

REQUEST FOR PROPOSALS

Hidalgo County Precinct No. 2

“South Tower CRC/Park Pending Construction Items “

DUE DATE: November 6, 2008 @ 11:00 am

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address 2802 So. Bus. Hwy. 281
Postal Mailing Address: 2812 So. Bus. Hwy. 281
(Same Building) Corner of Canton & Bus. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

NOV 13 2008

MS

LEGAL NOTICE

RFP NO: #2008-403-11-06-MSS

1. Sealed quotes will be received for “**Hidalgo County-Precinct No. 2 –South Tower CRC/Park Pending Construction Items** “in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and one (2) copies of all quotes are required, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, " RFP NO.: 2008-403-11-06-MSS “**Hidalgo County- South Tower CRC/Park Pending Construction Items** “and in County's Purchasing Department, Physical Address 2802 So. Bus. Hwy. 281/Postal Mailing Address 2812 So. Bus. Hwy 281 (Same Building) Corner of Canton and Business 281, Administration Building, Edinburg, Texas, on or before **11:00 a.m. Thursday, November 6, 2008.** **NO LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL.** Hidalgo County reserves the right to refuse and reject any/all quotes and to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this quote that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all quotes submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any quote shall under no circumstances obligate County to accept the lowest dollar quote. The award of this contract shall be made to the responsible offer or whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-bid project.
5. **For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**
6. Descriptive specifications are referenced in this document to indicate the **general** kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **BILLING AND PAYMENT INSTRUCTIONS:**
 - . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation .: 2008-403-11-06-MSS "Hidalgo County Precinct No. 2-South Tower CRC/Park Pending Construction Items"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - . Discount payments will be considered when offered.
 - . Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 2-South Tower CRC/Park Pending Construction Items.
301 E. State St.
Pharr, TX 78577

16. Schedule of Events

RFP Opening, 11:00 AM	November 6, 2008
Award of Contract	, 2008
Commence Work or Deliver Products	, 2008

17. Proposer or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding **\$100,000**, all bidders shall furnish a good and sufficient proposer bond in the amount of five percent of the total contract price. A proposer bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from debarment or suspension pursuant to federal regulation 45CFR76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for **\$50,000** or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (**\$25,000.00**), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement

standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (Athe County@) to disclose in the Conflict of Interest Questionnaire (the ACIQ@) attached as Exhibit D, the vendor, person, consultant or contractor=s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk=s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk=s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

20. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Proposals, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must

affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County

by counsel reasonably acceptable to County. Successful proposers indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal
for
"Hidalgo County Precinct No. 2
"South Tower CRC/Park Pending Construction Items"
RFP No. 2008-403-11-06-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Bus. Hwy 281
Postal Mailing Address: 2812 So. Bus. 281
(Same Building) Corner of Canton & Bus. 281)
Edinburg, Texas 78539

In accordance with the Requirements, 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 proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

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

Proposer agrees that this proposal may be withdrawn for a period of sixty (60) days from the time of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: CAS COMPANIES, LP

Address: 111 BRAND LN STAFFORD, TX 77477

By: Bill Bowlin

Printed Name: BILL BOWLIN

Title: Managing Partner

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and \$500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder;
2. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
3. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, CHRISTIE MORRIS, authorized representative for CAS COMPANIES, LP,
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.

Christie Morris
Authorized Representative

11/10/08

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID C3
CLEAN-1

DATE (MM/DD/YYYY)
11/11/08

PRODUCER Securance Corporation Agency P.O. Box 420390 Houston TX 77242-0390 Phone: 713-977-6606 Fax: 713-785-6722	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Clean Air Solutions LP DBA CAS Companies 111 Brand Lane Suite 400 Stafford TX 77477	INSURER A: New Hampshire Insurance Co.	
	INSURER B: Progressive County Mutual	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	06438803-0	05/17/08	05/17/09	COMBINED SINGLE LIMTY (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3072714	08/21/08	08/21/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Bidding Purposes---South Tower CRC Park

CERTIFICATE HOLDER

CANCELLATION

HIDALGO COUNTY PURCHASING DEPT Attn- Martha I. Salazar 100 N CLOSNER EDINBURG TX 78539	HIDLAL-5 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 010 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE E. C. Bean, Jr.
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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/10/2008

PRODUCER
THE WYATT AGENCY
1300 11TH STREET
SUITE 306-E
HUNTSVILLE, TX 77340

Serial # 100368

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CAS COMPANIES, LP/CLEAN AIR SOLUTIONS, LP
111 BRAND LANE, SUITE 400
STAFFORD, TX 77477

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	ARCH SPECIALTY INSURANCE COMPANY	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

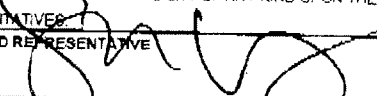
COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TR	APPL. NBR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ASBESTOS/LEAD/MOLD <input checked="" type="checkbox"/> POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JECT <input type="checkbox"/> LOC	12EMP43680-03	9/6/08	9/6/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
			WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
			OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 SOUTH TOWER CRC/PARK

CERTIFICATE HOLDER

 HIDALGO COUNTY
 ATTN: MARTHA SALAZAR
 100 N. CLOSNER
 EDINBURG, TX 78539

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE 

ACORD 25 (2001/08)

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**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, BILL BOWLIN OF CAS COMPANIES, LP, possess all of the
APPLICABLE:

** ALL DOCUMENTATION IS ON FILE WITH
HIDALGO COUNTY OFFICES **

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Bill Bowlin

Authorized Signature

11/10/08

Date

CAS COMPANIES, LP

Company

111 BRAND LANE

Address

STAFFORD, TX 77477

City, State, Zip

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

~~Subcontract Amount: \$ _____ Description of Work to be Performed: _____~~

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

~~Subcontract Amount: \$ _____ Description of Work to be Performed: _____~~

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

~~Subcontract Amount: \$ _____ Description of Work to be Performed: _____~~

EXHIBIT "A"

**HIDALGO COUNTY PRECINCT NO. 2
"SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"
RFP NO. 2008-403-11-06-MSS**

**SCOPE OF WORK AS PROVIDED BY PROJECT ARCHITECT:
V-A ARCHITECTURE**

Dear Participants, currently the Hidalgo County utilizes RS Means book pricing to review and scrutinize Job Order Contractor (JOC) proposals. Hidalgo County Precinct No. 2 is in urgent need to comply with RFP NO. 2008-403-11-06-MSS "South Tower CRC/Park Pending Construction Items".

Therefore, pursuant to the scope of work attached hereto, Hidalgo County Precinct No. 2 is seeking proposals utilizing the RS Means Book Pricing and/or equivalent pricing that can be quantified, verified, including and with detailed supporting documentation to RS Means Book Pricing. All proposals must be sealed along with the Insurance requirements (Refer to Exhibit "C") to address the scope of work described for RFP NO. 2008-403-11-06-MSS "South Tower CRC/Park Pending Construction Items" by no later than 11:00 am on or before Thursday November 6, 2008 to the Purchasing Department Attention Martha L. Salazar, Purchasing Agent via hand delivered or mail only at 2802 So. Bus. Hwy. 281, Postal Mailing Address 2812 So. Bus. Hwy. 281 Edinburg, Texas (Same Building on Canton Rd. and Bus. 281. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED!)

General Project Overview:

1. Proposals submitted must be by utilizing the RS Means Pricing Book and/or quantified, verifiable, and equivalent to RS Means Pricing Book.
2. See Plans and Specifications as provided by V-A Architecture.
3. Proposals will be reviewed and qualified for recommendation to award by project Architect.

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 to be completed by a person who has a conflict of interest with a governmental entity as defined by law.

By law this questionnaire must be filed with the governmental entity not later than the time that requires the statement.

A person commits an offense if he or she fails to file a questionnaire as required by Government Code. Article 176.001, Section 176.001.



Tel 832 237 2266
Fax 832 237 2277
Toll Free 1 866 897 9111
csr@txbrandersprinting.com
www.txbrandersprinting.com
www.txbranderspromo.com

OFFICE USE ONLY

Date Received

1 Name of person who filed this questionnaire

This form has already been placed on file with Hidalgo

2 Check this box if the filer is a governmental entity.

Canty

(The law requires the questionnaire to be filed with the appropriate filing authority not later than the time that requires the statement.)

appropriate filing authority not later than the time that requires the statement.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & 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 Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

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?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

ADDENDUM NO. 1

October 31, 2008

“HIDALGO COUNTY PRECINCT NO. 2” SOUTH TOWER CRC/PARK PENDING
CONSTRUCTION ITEMS”

RFP NO.: #2008-403-11-06-MSS

“NEW” PROPOSAL Opening Date: NOVEMBER 13, 2008 @ 11:00 AM

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 PROPOSAL OPENING DATE HAS CHANGED.
PROPOSALS WILL BE RECEIVED AND OPENED ON:
THURSDAY NOVEMBER 13, 2008 at 11:00 A.M.

I, Allan Moore, acknowledge receipt of ADDENDUM NO. 1
dated, NOVEMBER 13, 2008, for RFP: HIDALGO COUNTY PRECINCT NO. 2 -
“SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS”

Allan Moore

Printed Bidder Name

10.31.2008

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH
YOUR BID PACKET, IN ORDER TO
COMPLETE THE BID.....**

October 31, 2008

RE: ADDENDUM NO.1
FOR RFP No.:2008-403-11-06-MSS
Hidalgo County Precinct No. 2 -"South Tower CRC/Park
Pending Construction Items"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – PRECINCT No. 2-request for proposal for "South Tower CRC/Park Pending Construction Items"**

Please add this **ADDENDUM NO. 1** to your packet, so as to permit your company to submit a complete proposal. See original packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Monday, November 3, 2008 at 2:30 A.M. via fax to (956) 292-7612 or via e-mail to: moises.salazar@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your packet for **Hidalgo County Precinct No. 2 -"South tower CRC/Park Pending Construction Items"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:



ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

November 7, 2008

RE: ADDENDUM NO.2
FOR RFP No.:2008-403-11-06-MSS
Hidalgo County Precinct No. 2 -"South Tower CRC/Park
Pending Construction Items"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – PRECINCT No. 2**-request for proposal for **"South Tower CRC/Park Pending Construction Items"**

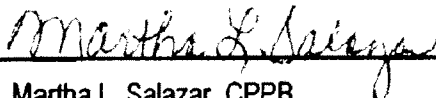
Please add this **ADDENDUM NO. 2** to your packet, so as to permit your company to submit a complete proposal. See original packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice by no later than Monday, November 10, 2008 at 4:30 P.M. via fax to (956) 292-7612 or via e-mail to: moises.salazar@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

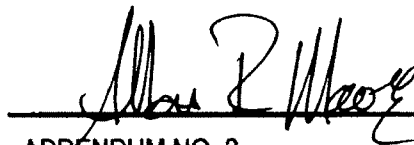
Please be advised that this **ADDENDUM NO. 2** will complete your packet for **Hidalgo County Precinct No. 2 -"South tower CRC/Park Pending Construction Items"**

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:



ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 2

November 7, 2008

"HIDALGO COUNTY PRECINCT NO. 2" SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"

RFP NO.: #2008-403-11-06-MSS

Opening Date: NOVEMBER 13, 2008 @ 11:00 AM

PLEASE NOTE CHANGES AS FOLLOWS:

- No. 1** AS DISCUSSED IN THE MEETING HELD AT THE PURCHASING DEPARTMENT ON OCTOBER 21, 2008, PLEASE REVIEW ATTACHED PROPOSAL FORM, ADDITIONAL REQUIREMENTS AND INFORMATION CONSISTING OF A TOTAL OF 27 PAGES.

I, Allan Moore, acknowledge receipt of ADDENDUM NO. 2 dated, NOVEMBER 7, 2008, for RFP: HIDALGO COUNTY PRECINCT NO. 2 - "SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"

Allan Moore

Printed Bidder Name

11.7.2008

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS

FOR

HIDALGO COUNTY PCT. 2

#2008-403-11-06-MSS

ADDENDUM NO. TWO

November 7, 2008

**PREPARED BY
V•A Architecture
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax**

**SEAL & SIGNATURE ON FILE @
ARCHITECT'S OFFICE**

THE ADDENDUM

All parties wishing to submit on this project shall be responsible for reading the entire addendum. Failure to note any items of the addendum does not relieve any party from performing per instructions, providing that the information is set forth once, any place in this addendum.

This addendum forms a part of the contract documents modifying and superseding where it is inconsistent with them. All other conditions of the conditions of the contract documents remain unchanged.

Acknowledge receipt of this addendum by inserting its number in the bid proposal form.

Project: South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2
#2008-403-11-06-MSS

Date: November 7, 2008

Prepared By: V•A Architecture, 2029 Industrial Dr., McAllen, Tx 78504 956/631-2242; 956/686-7916 Fax

ITEM ONE: ADDENDA

Addendum No. 1 was issued and authored by the Hidalgo County Purchasing Department. The Architect's seal for this addendum is applicable only to this Addendum.

ITEM TWO: SPECIFICATIONS LEGAL NOTICE

As stipulated in the Proposal conference held on October 29, 2008, there will be no bid bond required for this project. **REMOVE** all reference to the requirement of a "PROPOSER BOND" in the amount of 5% of the total contract price found on §17 of the Legal Notice.

ITEM THREE: SPECIFICATIONS INSURANCE REQUIREMENTS

INCLUDE the Insurance Requirements Summary attached to this addendum as a part of the Contract Documents.

ITEM FOUR: SPECIFICATIONS PROPOSAL FORM

INCLUDE the Proposal Form attached to this Addendum as part of the Contract Documents

ITEM FIVE: SPECIFICATIONS INSTRUCTION TO PROPOSERS

INCLUDE the Instruction to Proposers list attached to this Addendum as part of the Contract Documents.

ITEM SIX: SPECIFICATIONS LEGAL INSTRUMENTS

INCLUDE the Legal Instruments list attached to this Addendum as part of the Contract Documents.

ITEM SEVEN: SPECIFICATIONS DIVISION 1

INCLUDE Division 1 attached to this Addendum as part of the Contract Documents.

ITEM EIGHT: SPECIFICATIONS ALL DIVISIONS

MODIFY the first sentence found at the beginning of every section of the specifications to read as follows: *The General Requirements are a part of this division as if herein included.*

ITEM NINE: SPECIFICATIONS DIVISION 6

The model number for the heavy timber pavilion specified on Section 06180 **SHALL BE: 40' Dia. Hexagonal Gazebo JB-40-04.**

ITEM TEN : SPECIFICATIONS

INCLUDE the Lighting Compliance Certificate and Lighting Application Worksheet (3 pp) attached to this Addendum and listed below as part of the Contract Documents

ITEM ELEVEN: DRAWINGS

Foundation pad preparation **SHALL BE** as required to achieve the finish floor elevations noted on the civil engineering drawings prepared by R. Gutiérrez Engineering attached to this Addendum and listed below, which hereby **BECOME** a part of the Contract Documents:

1. Sheet 7: Grading Layout
2. Sheet 8: Grading Layout
3. Sheet 9: Grading Layout

INSURANCE REQUIREMENTS SUMMARY

INSURANCE REQUIREMENTS:

GENERAL LIABILITY

Commercial General Liability

Occur

General, Aggregate

Products- Comp/Op Agg \$500,000.00

Personal & Adv Injury \$500,000.00

Each Occurrence \$500,000.00

Fire Damage (Any one fire) \$50,000.00

Med Exp (Any one person) \$5,000.00

AUTOMOBILE LIABILITY

Scheduled Autos

Hired Autos

Non-Owned Autos

Combined Single Limit \$500,000.00

Bodily Injury (Per person) \$300,000.00

Bodily Injury (Per accident) \$500,000.00

Property Damage \$100,000.00

EXCESS LIABILITY

Umbrella Form

Each Occurrence \$2,000,000.00

Aggregate \$2,000,000.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Statutory Limits

Each Accident \$500,000.00

Disease - Policy Limit \$500,000.00

Disease - Each Employee \$500,000.00

BUILDER'S RISK 100% Contract Amount

All of the above should be indicated on the Certificate of Insurance naming Owner and Architect as additional insured. All of the policies should be endorsed and the Certificate should so indicate that the Owner be given thirty (30) days written notice of cancellation, non-renewal or material change in the policies.

PROPOSAL FORM for 2008-403-11-06-MSS

PROJECT: **South Tower CRC/Park Pending Construction Items**
Alamo, Texas

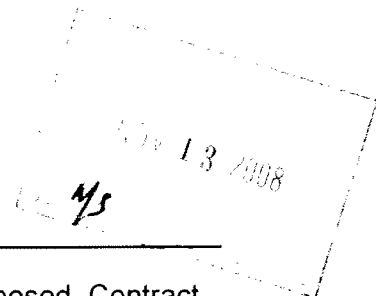
PLACE: Hidalgo County Purchasing Department, 2802 Closner, Edinburg, Tx 78539

DATE: Thursday, November 13, 2008

TIME: 11:00 AM

TO: Marty Salazar, Hidalgo County Purchasing Agent

PROPOSER CAS COMPANIES, LP



1. Pursuant to and in compliance with the Invitation to Proposal in the proposed Contract Documents dated October 29, 2008 prepared by V-A Architecture, relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, including furnishing of any and all labor and materials, all Site Work, General Construction, Mechanical, Electrical and Plumbing for the following sums of money:

1. **PROPOSAL FOR ITEM #1: HEAVY TIMBER PAVILIONS**

All labor, materials, services and equipment necessary for the delivery and installation of the **three 40' diameter pre-engineered heavy timber pavilions with concrete slab.**

TOTAL PROPOSAL FOR ITEM #1: _____ DOLLARS \$ 131,365.00

2. **PROPOSAL FOR ITEM #2: STORAGE BUILDING**

All labor, materials, services and equipment necessary for the delivery and installation of the **One 1,409 sf restroom and storage building.**

TOTAL PROPOSAL FOR ITEM #2: _____ DOLLARS \$ 222,310.00

3. **PROPOSAL FOR ITEM #3: BASKETBALL COURT & BACKSTOPS**

All labor, materials, services and equipment necessary for the delivery and installation of the **One 74' x 104' basketball court, including backstops.**

TOTAL PROPOSAL FOR ITEM #3: _____ DOLLARS \$ 80,590.00

4. **PROPOSAL FOR ITEM #4: STEEL PAVILION**

All labor, materials, services and equipment necessary for the delivery and installation of the **One 40' x 60' x 18' pre-engineered steel pavilion.**

TOTAL PROPOSAL FOR ITEM #4: _____ DOLLARS \$ 58,410.00

5. PROPOSAL FOR ITEM #5: HANDBALL COURTS

All labor, materials, services and equipment necessary for the delivery and installation of the **Three 20' x 40' handball courts**.

TOTAL PROPOSAL FOR ITEM #5: _____ DOLLARS \$ 84,745.00

6. PROPOSAL FOR ITEM #6: SITEWORK & UNDERGROUND UTILITIES

All labor, materials, services and equipment necessary for the delivery and installation of the **Selective sitework and underground utilities**.

TOTAL PROPOSAL FOR ITEM #6: _____ DOLLARS \$ 60,450.00

7. PROPOSAL FOR ITEM #7: PROJECT SIGN

All labor, materials, services and equipment necessary for the delivery and installation of the **Project Sign as per the details on Sheet C-02**.

TOTAL PROPOSAL FOR ITEM #7: _____ DOLLARS \$ 16,520.00

2. If awarded this contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance Coverage, with the Owner for the entire work as per the Contract Documents within (five) 5 consecutive calendar days after the notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of sixty (60) days from the above date.
3. The undersigned agrees to the following:
- A. To furnish all materials as shown and specified in the plans and specifications.
 - B. To complete item any, some or all items as specified within in 121 consecutive calendar days.

Receipt is acknowledged of the following addenda:

No. 1 Dated 10.31.2008
No. 2 Dated 11.7.2008
No. 3 Dated 11.12.2008

4. Subcontractors and vendors used in this proposal (name, address, & phone number):

- 1. Site Work: F.D. Haul & CONST. 25 HONEYDALE RD. BROWNSVILLE
- 2. Landscaping: NA
- 3. Concrete: F.D. Haul & CONST. 25 HONEYDALE RD. BROWNSVILLE
- 4. Masonry: BIG STAR ENT. 200 S. 10th ST. Mc ALLEN
- 5. Structural Steel: RIO GRANDE STEEL J. CAGE PHARR
- F. Millwork: RC P SHELTER STUART, FL.
- G. Doors and Windows: REFCO 3709 S. JACKSON PHARR
- 8. Finish Hardware: REFCO 3709 S. JACKSON PHARR

- 9. Metal Studs & Drywall: NA
- 10. Painting: CAS COMPANIES 1708 SANTA ANA RANCHO VIEJO
- 11. Acoustical Ceiling: NA
- 12. Specialties: FAST SIGN 4107 N. 10th Mc ALLEN
- 13. Mechanical: CAS COMPANIES 1708 SANTA ANA RANCHO VIEJO
- 14. Electrical: METRO ELECT. 1901 INDUSTRIAL Mc ALLEN
- 15. Fire Alarm: NA
- 16. Plumbing: CAS COMPANIES 1708 SANTA ANA RANCHO VIEJO

Proposer agrees that the Owner has the right to accept or reject any or all proposals and to waive all informalities. The Owner shall have the right to accept any or all PROPOSALS, individually or in aggregate form, in any order.

Respectfully submitted,

By:

Bill Baul
Signature

Managing Partner
Title

(Seal - If Corporation)

INSTRUCTION TO PROPOSERS

PROJECT: South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2 #2008-403-11-06-MSS
Alamo, Texas

OWNER: County of Hidalgo

DATE & TIME OF OPENING Proposals: Thursday, November 13 at 11:00 am at the Purchasing Department, 2802 S. Clossner, Edinburg, Texas 78539

ARCHITECT: V-A Architecture, 2029 Industrial Drive, McAllen, Texas , (956) 631-2242;
FAX (956) 686-7916

1. **Receipt and Opening of Proposals:**

The Owner invites Proposals on the form attached hereto for the above referenced project. Proposals will be publicly opened at said location on date indicated and read aloud.

The Owner may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any information or reject any and all Proposals. Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered. No proposer may withdraw a Proposal within thirty (30) days after the actual date of the opening thereof.

2. **Contract Award:** Hidalgo County will evaluate all Proposals in response to its solicitation without discussions and will award a contract to the responsible Proposer, whose Proposal, conforming to the solicitation will be most advantageous to Hidalgo County considering only price, time of completion.

3. **Preparation of Proposal:** Each Proposal must be submitted on the prescribed form. All blank spaces for Proposal prices must be filled in, ink or typewritten, in both words and figures. Proposal forms will be furnished by the Architects; do not use sample forms bound in the specifications. Each Proposal must be submitted in a sealed envelope addressed to the Owner and designated "Proposal", bearing on the outside the name of the Proposer, his address, the name of the project for which the Proposal is submitted and the date and hour of the opening. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the Owner at the above designated location for opening of the Proposals.

4. **Subcontracts:** The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner and to the Architect.

5. **Qualifications of Proposer:** The Owner may make such investigations as he deems necessary to determine the ability of the Proposer to perform the work, and the Proposer 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 Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

6. **Time of Completion:**

Time of completion of this Contract is of importance to the Owner and may be considered in the award of the Contract. The Proposer agrees to fully complete each item of work within ONE HUNDRED TWENTY ONE (121) consecutive calendar days. If contractor is awarded more than one item, days will be calculated concurrently. The Proposer also agrees that 7 (SEVEN) rain days are expected to occur within this time frame.

Owner and Contractor recognize that time is of the essence in this project and that Owner will suffer financial loss if the work is not completed by the Date of Substantial Completion fixed in the Notice to Proceed, plus any extensions thereof. They also recognize the delays, expense, and difficulties involved in providing in a legal proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that in lieu of liquidated damages for delay (but not as a penalty), Contractor shall pay the sum of FIVE HUNDRED DOLLARS {\$500.00} FOR EACH CONSECUTIVE CALENDAR DAY FOR FAILURE TO SUBSTANTIALLY COMPLETE THE WORK BY THE DATE OF SUBSTANTIAL COMPLETION FIXED IN THE NOTICE TO PROCEED.

Furthermore, the CONTRACTOR agrees to finish all punch list items within 30 days of the Date of Substantial Completion. Starting on the 31ST day after the Date of Substantial Completion if any punch list items remain unfinished, CONTRACTOR shall pay the Owner the sum of ONE HUNDRED DOLLARS FOR EACH CONSECUTIVE CALENDAR DAY FOR FAILURE TO

Payments on the Contract will be made in the normal manner, 10 days after approval by Commissioner's Court. No payment will be made on the Contract after 30 days prior to the completion date set by the Contractor, until final completion and acceptance by the Architect and Owner. If there is an extended unforeseen delay, it shall be the Contractor's responsibility to request any extensions in time by 5:00 pm on the Friday following 7 days of the delay, and his failure to make such a request within the above the time limit shall void any possible extensions of the Contract time of completion. The Architect will be the judge as to whether a time extension is to be granted and so notify the Contractor.

7. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-Proposal documents will be made to any Proposer orally. Every request for such interpretation should be in writing addressed to the Architect, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective PROPOSERS (at the respective addresses furnished for such purposes), no later than three (3) days prior to the date fixed for opening of Proposals. Failure to any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents.
8. **Security for Faithful Performance:** Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, and policies and certificates of insurance as specified in the specifications. The surety must be a guaranteed surety company acceptable to the Hidalgo County and listed in U.S. Treasury Circular No. 570. Cost of the above stated bonds and insurance are to be included in the Proposal Proposal.

9. **Sub-Proposal Time Limit:** So that General Contractors may have adequate opportunity to evaluate sub-Proposals, it is recommended that the "Time Limit Plan" be honored; sub and material Proposals must have been submitted to General Contractors four (4) hours prior to the time set for Proposal opening.
10. **Owners' Responsibility:** It is the owner's responsibility to comply with the provisions of House Bill 1815 enacted September 1, 1981 by the 67th Legislature of the State of Texas.
11. **Required Worker's Compensation Coverage:** When entering a building or construction contract, the Owner shall require the contractor to certify in writing that he provides workers' compensation insurance coverage for all employees of the contractor employed on the project. A subcontractor shall provide such a certificate to the general contractor, relating to coverage of the subcontractor's employees, and the general contractor shall provide such certificate to the Owner.
12. **1. PROPOSAL SCHEDULE:**
 - 1.01 All Proposals and Alternate Proposal items shall be subject to the General and Special Conditions and all other related sections of the specifications and requirements of the drawings. The Owner shall have the right to accept any or all Proposals
 - 1.02 **Item #1:** The Contractor shall state on his Proposal form, under the Proposal for Item #1, the amount of all labor, materials, services and equipment necessary for Construction **three 40' diameter pre-engineered heavy timber pavilions with concrete slab**, as shown on the drawings and in the specifications.
 - 1.03 **Item #2:** The Contractor shall state on his Proposal form, under the Proposal for Item #2, the amount of all labor, materials, services and equipment necessary for Construction of **One 1,409 sf restroom and storage building**, as shown on the drawings and in the specifications.
 - 1.04 **Item #3:** The Contractor shall state on his Proposal form, under the Proposal for Item #3, the amount of all labor, materials, services and equipment necessary for Construction of **One 74' x 104' basketball court, including backstops**, as shown on the drawings and in the specifications.
 - 1.05 **Item #4:** The Contractor shall state on his Proposal form, under the Proposal for Item #4, the amount of all labor, materials, services and equipment necessary for Construction of **One 40' x 60' x 18' pre-engineered steel pavilion**, as shown on the drawings and in the specifications.
 - 1.06 **Item #5:** The Contractor shall state on his Proposal form, under the Proposal for Item #5, the amount of all labor, materials, services and equipment necessary for Construction of **the Three 20' x 40' handball courts.**, as shown on the drawings and in the specifications.
 - 1.07 **Item #6:** The Contractor shall state on his Proposal form, under the Proposal for Item #6, the amount of all labor, materials, services and equipment necessary for the **Selective sitework and underground utilities.**, as shown on the drawings and in the specifications.

- 1.08 **Item #7:** The Contractor shall state on his Proposal form, under the Proposal for Item #7, the amount of all labor, materials, services and equipment necessary for the **Project Sign as per the details on Sheet C-02.** as shown on the drawings and in the specifications.

2. **ALLOWANCES:**

- 2.01 **Betterment Allowance:** Both the Owner and Contractor agree that design is a process and when construction is ongoing, the need for minor changes in the work may arise. These will be accomplished through the sum set forth below as a betterment allowance, which will be expended, as needed, on Betterments to the building as directed in writing through Architect's Supplemental Instructions. The sum shall be **Ten Thousand Dollars {\$10,000.00}**.
- 2.02 INCLUDE the sum set forth below as a HVAC Contingency, which will be expended as directed through an Architect's Supplemental Instruction, AIA Document G710. HVAC Contingency: **Two Thousand Dollars and NO/100 {\$2,000.00}**
- 2.03 INCLUDE the sum set forth below as a Plumbing Contingency, which will be expended as directed through an Architect's Supplemental Instruction, AIA Document G710. Plumbing Contingency: **Two Thousand Dollars and NO/100 {\$2,000.00}**
- 2.04 INCLUDE the sum set forth below as a Electrical Contingency, which will be expended as directed through an Architect's Supplemental Instruction, AIA Document G710. Electrical Contingency: **Two Thousand Dollars and NO/100 {\$2,000.00}**
- 2.05 INCLUDE the sum set forth below as a Structural Contingency, which will be expended as directed through an Architect's Supplemental Instruction, AIA Document G710. Structural Contingency: **Two Thousand Dollars and NO/100 {\$2,000.00}**
- 2.06 The Allowance Sum shall be included in the Base Proposal but shall not be included in the sum upon which the contractor shall make his mark up for overhead and profit for his Base Proposal.

LEGAL INSTRUMENTS

NOTE: ALL A.I.A. DOCUMENTS SUBMITTED BY THE CONTRACTOR MUST BE ORIGINAL A.I.A. DOCUMENTS. PHOTOCOPIES, RECREATED DOCUMENTS, OR DOCUMENTS CREATED WITH ANY OTHER SOFTWARE PROGRAMS OTHER THAN AIA, WILL NOT BE ACCEPTED FROM THE CONTRACTOR.

PERFORMANCE BOND

The American Institute of Architects Document A-311, February, 1970 Edition entitled "Performance Bond" is hereby made a part of these specifications. This document is available for inspection at the office of the Architect and is made a part of the Contract Documents by this reference. The required Performance Bond shall be submitted on this form.

LABOR AND MATERIAL PAYMENT BOND

The required Payment Bond shall be submitted on the Texas Statutory Form required to conform to the following act of the Legislature of the State of Texas....

The McGregor Act

SUBCONTRACT

Standard Form of Agreement between Contractor and Subcontractor 1987 Edition shall be on A.I.A. Document A401. The reference form is in the Architect's office and is available for inspection and review.

CHANGE ORDER

The American Institute of Architects Document, A.I.A. Document C-701 entitled Change Order is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Change Order shall be submitted on this form.

APPLICATION AND CERTIFICATE FOR PAYMENT

The American Institute of Architects Document G-702 entitled "Application and Certification for Payment", 1992 Edition, is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Application and Certificate for Payment shall be submitted on this form.

CONTINUATION SHEET

The American Institute of Architects Document G-703 entitled "Continuation Sheet", 1992 Edition, is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required schedule of values shall be submitted on this form, and attached to ,AIA Document G702. Application and Certificate for Payment.

CERTIFICATE OF SUBSTANTIAL COMPLETION

The American Institute of Architects Document, A.I.A. Document C-704 entitled Certificate of Substantial Completion is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Certificate of Substantial Completion shall be submitted on this form.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

The American Institute of Architects Document, A.I.A. Document C-706 entitled Contractor's Affidavit of Payment of Debts and Claims is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Contractor's Affidavit of Payment of Debts and Claims shall be submitted on this form.

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

The American Institute of Architects Document, A.I.A. Document C-706A entitled Contractor's Affidavit of Release of Liens is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Contractor's Affidavit of Release of Liens shall be submitted on this form.

SUBCONTRACTOR'S AFFIDAVIT AND PARTIAL WAIVER OF LIENS

This document is enclosed herein, and is made part of the contract documents by this reference. The required Subcontractor's Affidavit and Partial Waiver Liens shall be submitted on this in conjunction with the Contractor's Monthly Application for Payment.

STATEMENT FROM SURETY COMPANY FOR REVIEW OF MONTHLY APPLICATION FOR PAYMENT

This document is enclosed herein, and is made part of the contract documents by this reference. The required Statement from Surety Company for Review of Monthly Application for Payment shall be submitted on this in conjunction with the Contractor's Monthly Application for Payment.

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

The American Institute of Architects Document, A.I.A. Document C-707 entitled Consent of Surety Company to Final Payment is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Consent of Surety Company to Final Payment shall be submitted on this form.

PROPOSAL REQUEST

The American Institute of Architects Document, A.I.A. Document C-709 entitled Proposal Request is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Proposal Request shall be submitted in this form.

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

The American Institute of Architects Document, A.I.A. Document C-710 entitled Architect's Supplemental Instructions is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Architect's Supplemental Instructions shall be submitted on this form.

CONSTRUCTION CHANGE DIRECTIVE

The Construction Change Directive Document G-714, entitled "Construction Change Directive" is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Construction Change Directive shall be submitted on this form.

LIST OF SUBCONTRACTORS

The American Institute of Architects Document, A.I.A. Document C-805 entitled List of Subcontractors is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Change Order shall be submitted on this form.

DIVISION 1 GENERAL REQUIREMENTS

01010 SUMMARY OF WORK:

1. SUMMARIES:

- 1. **Location:** South Tower Road, Alamo, Texas
- 1.2 **Cooperation:** All sub-contractors shall coordinate their work with all adjacent work and shall cooperate with all other trades so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable. Opportunity for installation of their work and storage of their materials.
- 1.3 **Inspection and Test:** The Architect and his represents shall at all times have access to the work whether it is in preparation or in progress. The General Contractor shall provide proper and safe facilities for such access and inspection. Make all inspections and tests in connection with this entire contract as required by the Architect. All testing shall be paid for by the Owner and be done by and independent testing laboratory meeting the approval of the Architect. Any cost of re-testing required due to failure of the Contractor at no expense to the Owner.
- 1.4 **Checking Dimensions at site:** Before ordering any materials or doing any work, Contractor shall verify all measurements of the building and be responsible for the corrections of them. No extras will be allowed for variations from drawings in existing conditions or for work performed under this contract. Any discrepancies found shall be submitted to the Architect for instructions before proceeding.

3.0 SUBMITTALS

- 3.1 Submit a detailed quantitative construction cost breakdown used in preparation of General Contractor's Proposal. Such information is for the Architect's personal use in the compilation of current construction costs and trends. In addition, such information will be used exclusively in the design and preparation of future project similar in scope.
- 3.2 **SCHEDULES & REPORTS:** Submit Construction Schedule of the work to the Architect for approval before work is begun.

The following submittals are required for this Project (Note: Additional Submittals may be required by the Architect, Owner, other specification sections, or the complexity of the Project.):

a. Written or Printed Submittals (by specification section):

	ITEM	COPIES
a.	Instructions to Proposer and Proposal Form	3
	A. Proposal Form	3
	B. Corporate Resolution Allowing Signature	3
2.	General requirements	
	1. Performance & Payment Bonds with Powers of Attorney	6
	2. Proof of recordation of Bonds in County Clerk's Office	6
	3. Insurance Certificates	6
	4. List of Subcontractors & Suppliers including addresses, telephone number, names of project representatives	6

	Values) AIA Form 703,	6	
f.	Construction Progress Schedule (Bar Graph)	6	
7.	Schedule of Product Delivery	6	
8.	Materials and Equipment Schedule(s)	6	
1.	Copies of all required permits	6	
10.	Name of the on site Project Superintendent and his local home address and telephone number		2
11.	Anticipated Monthly Draw Request Schedule	6	
L.	Monthly Request for Payment (6 complete sets each month)		6
A.	AIA Document G702 and AIA G703		
B.	Update Construction Progress Schedule at Architect's request	6	
C.	Documents regarding Stored Materials	6	
	Location of Stored Material	6	
	Bill of Lading	6	
	Transfer of Ownership to General Contractor	6	
	Project Owner	6	
	Insurance Certificated covering Stored Materials Scheduled of Status of Stored Material from previous Applications		6

3.2 Materials and Color Samples:

1. **Exterior:** The Owner reserves the right for final approval of all items and color selections constituting the exterior of the building. Samples of the following (but not necessarily limited to the following shall be submitted directly to the Architect.
 1. Standard Masonry Units (brick or block samples)
 2. 8 1/2" x 11" brush out samples of all paint colors.

2. **Interior:** Samples and colors required for submittal.
 1. Ceramic tile
 2. Toilet partitions
 3. Metal Panel Samples

- 3.3 **Shop Drawing:** Three copies of manufacture's shop drawings for the following items are to be submitted to the Architect's office for approval prior to ordering and installation. The shop drawings must be reviewed by the Architect and bear a review stamp of the Architect.

V/A ARCHITECTURE

2029 Industrial Drive , McAllen, Tx 78504
(956) 631-2242
(956) 686-7916

MEP ENGINEER

MEP Solutions Engineering
Abram Larue Domínguez, P.E. (Electrical)
Luis Javier Peña, P.E. (Mechanical)
600 E. Beaumont Ave., Ste. 2
956/664-2727
956/664-2726 Fax

317 E. PARK
PHARR, TEXAS 78577
(956) 782-2557 (956) 782-2558 FAX

- A. Architectural:**
 - A. Entrance doors
 - B. Hollow metal frames and doors

- B. Structural:**
 - A. Roof Trusses
 - B. Foundation Rebar

- C. Plumbing:** As indicated in Division 15 of these Design Specifications

- D. HVAC:** As indicated in Division 15 of these Design Specifications

- E. Electrical:** As indicated in Division 16 of these Design Specifications

END OF SECTION 01010

01500 TEMPORARY FACILITIES

- 1.0 **Temporary toilet:** Provide on the premises, location as approved, one suitable temporary toilet. Maintain the toilet in sanitary condition and remove from site at the completion of the building.
- 2.0 **Temporary Water and Electric Services:** Arrange for temporary water and electrical services and pay for all water and electricity used for the construction. Run the necessary lines and provide temporary hydrants.
- 3.0 **Telephone Services:** Provide a telephone for the use of all employees or others involved in construction of the Civil Work. Pay for the installation, maintenance, removal, and all charges for the use of this telephone except charges for all long distance messages, which will be paid for by person making same.

4.0 SIGNS

The Contractor shall erect on the site, one painted sign, approximately 8'0" x 8'0", giving the following information:

The Project Name
Architectural Firm
General Contractor

The size, color, lettering, and location of the sign shall be as per project sign detail.

E. PROTECTION OF WORK AND PROPERTY AND INDEMNIFICATION

The CONTRACTOR shall continuously maintain adequate protection of all its work from damage and shall protect the OWNER'S property from injury or loss arising in connections with this CONTRACT. The CONTRACTOR shall indemnify, defend and save the OWNER harmless from and against any and all loss, costs, claims or liability for damages of any kind arising or alleged to have arisen from the negligent acts or omissions of the CONTRACTOR, its agents, employees or subcontractors to carry insurance as specified.

The CONTRACTOR shall take all necessary precautions for the safety of all persons on the Work and shall comply with all applicable provisions of Federal, State and Municipal safety Laws to prevent accidents an injury to persons on or adjacent to the premises where the Work is being performed. The CONTRACTOR shall erect and properly maintain at all items, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warnings against the hazards created by the various construction activities during the effective period of this CONTRACT.

In an emergency affecting the safety of life or of the Work or of adjoining property, the CONTRACTOR, without special instructions or authorization from the OWNER, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury and the CONTRACTOR shall also act if instructed or authorized to do so by the OWNER.

F. INSPECTION OF THE WORK

A. Authorized representative of the ARCHITECT shall at all times have access to the Work being performed, and the CONTRACTOR shall provide proper facilities for such access and shall give the ARCHITECT **24 hours advanced notice** of when the Work will be ready for observation at the following status of construction broken down into major sections of the Construction Documents such as:

- A. Observation of soil conditions after excavation for footings for building pad.
2. Observation of steel reinforcing before placement of concrete slab.

C. Observation of erection of pre-engineered structural steel components.

- D. Observation of electrical and plumbing rough-in before floor slab is poured.
5. Observation of roofing application as the roofing work is started.
6. Observation of electrical and plumbing rough-in before wall covering and ceiling are installed.
7. Final electrical, mechanical and plumbing observations.
8. Final observation of the completed project.

If any work should be covered up without approval of the ARCHITECT, the CONTRACTOR shall uncover it for examination upon request by the ARCHITECT and at the CONTRACTOR'S expense.

END OF SECTION 01500

01600 SPECIAL PROCEDURES

PART 1 - GENERAL

1.0 **DESCRIPTION:** Provide the following special procedures as described.

PART 2 - EXECUTION

2.01 ACCELERATION OF THE WORK

1. If, in the judgement of the Architect or Owner, it becomes necessary at any time during the stipulated construction period to accelerate the work or a portion thereof, the Contractor when ordered or directed by the Architect or Owner, shall deploy the workmen in such portions of the project where directed, to enable others to properly engage and carry on their work.
2. If, in the judgement of the Architect and Owner, the work is behind schedule and the rate of placement of work is inadequate to retain scheduled process so as to insure timely completion of the entire work or a separable portion thereof, the contractor, when so informed by the Owner, shall immediately take action to increase the rate of work placement. This increase shall be accomplished by any one or a combination of the following or other suitable measures:
 1. An increase in working forces.
 2. An increase in equipment or tools.
 3. An increase in hours of work or number of shifts.
 4. Expedite delivery of materials.

The Contractor shall within three (3) calendar days after being so informed, notify the Architect of the specific measures taken and/or planned to increase the rate of progress together with an estimate as to when scheduled progress will be regained. Should the plan of action deemed inadequate by the Architect, the Contractor will take additional steps or made adjustments as necessary to his plan of action until it meets with the Owner's approval. The acceleration of work will continue until scheduled progress is regained. Scheduled progress will be established from the latest revised approved progress schedule for the job. Timely completion will be understood as the contract completion date as revised by all time extensions granted at the time acceleration is undertaken.

3. The Contractor shall not be entitled to additional compensation for the additional effort he applies to the work under the terms of this sub paragraph.

2.07 **WAIVER OF LIEN** It is distinctly understood that by virtue of this contract no mechanic, contractor, material man, artisan or laborer, whether skilled or unskilled, shall ever in any manner have claim or acquire any lien upon the building, or any of the improvements of whatsoever nature of kinds so erected, built or situated.

END OF SECTION 01600

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

- 1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.
- 1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** :
The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.
1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.
 2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.
 3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.
 4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:
 1. HVAC systems flow balancing charts, records and test reports.
 2. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.
 3. Complete electrical system test charts and reports.
 1. Power circuits
All power outlets
All GFI circuits
All circuit breakers
All equipment connections
All grounding systems
 2. Lighting Circuits
All interior lighting circuits and controls
All exterior lighting circuits and controls
All fixture mounting and connections
All emergency lighting
 3. Appliance and Equipment Circuits
Verify proper voltages
Verify proper operation
Test all equipment and appliances

4. Fire alarm system tests
5. Communication system tests
4. Doors, Hardware and Weather-stripping/operation test reports.
5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.
6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
 1. Plumbing Systems
 2. Heating, Ventilating and Air Conditioning Systems
 3. Electrical Systems
 1. Power
 2. Lighting
 3. Fire Alarm
 4. Communication
7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.
8. Warranties, Bonds, Guarantees, and Certifications.
 1. General Contractor's 1 year Warranty
 2. Termite Protection 5 year Guarantee
 3. Roofing Contractor's 10 year Guarantee
 4. Door Manufacturer's Guarantee(s)
 5. Hardware Manufacturer's Guarantee(s)
 6. Plumbing Contractor's Guarantee(s)
 1. General Guarantee
 2. Water Heater Guarantee(s)
 3. Fixtures and trim Guarantee(s)
 4. Special Equipment Guarantee(s)
 7. HVAC Contractor's Guarantee(s)
 1. General Guarantee
 8. Electrical Contractor's Guarantee(s)
 1. General Guarantee
 2. Panel and Equipment Guarantees
 3. Lighting Fixtures and Equipment Guarantee(s)
 4. Special Equipment Guarantee(s)
 1. Hollow Metal Guarantee(s)
 10. Toilet Partitions Guarantee
 11. Specialties guarantee(s)
 12. Kitchen Equipment, etc. Guarantee(s)
9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by other sections of the plans and specifications.
11. Fire Chief/Marshall's inspection certificate
12. Occupancy Permit
13. Labels from all labeled doors, frames, assemblies, etc.
14. Contractor's "punch list" of items to be completed
- O. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.
- P. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE"**.
- Q. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA"**.
- R. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS"**.
- S. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING"**.
20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitled **"KEYS"**.
21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS"**, **"CERTIFICATES"**, **"GUARANTEES"**.
22. Drawings shall be reduced to an 11" high height with width folded-in.
23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

- A. General Contractor's written certification that all punch list items have been completed.
- B. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
- C. Certification of Contractor's affidavit of release of Liens, AIA G706A.
- D. Certificate of consent of surety company to final payment, AIA G707.
- E. Documents required elsewhere in the specifications or plans.
- F. Contractor's request for final payment.
- G. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.



COMcheck Software Version 3.3.1 Lighting Compliance Certificate

2001 IECC

Report Date: 10/28/08

Data filename: K:\01-Projects\08081-PCT 2 Park\ComCheck\Comcheck.cck

Section 1: Project Information

Project Title: SOUTH TOWER CRC/PARK

Construction Site:
ALAMO, TX

Owner/Agent:
Reynaldo Vargas
VA Architecture
2029 Industrial Drive
McAllen, TX 78504
956.631.2242

Designer/Contractor:
Abram L. Dominguez
MEP Solutions Engineering
600 E. Beaumont Ave.
McAllen, TX 78501
956.664.2727

Section 2: General Information

Building Use Description by: **Activity Type**
Project Type: **New Construction**

<u>Activity Type(s)</u>	<u>Floor Area</u>
Storage, Industrial and Commercial	664
Corridor, Restroom, Support Area	590

Section 3: Requirements Checklist

Interior Lighting:

1. Total actual watts must be less than or equal to total allowed watts.

<u>Allowed Watts</u>	<u>Actual Watts</u>	<u>Complies</u>
1136	1040	YES

Exterior Lighting:

2. Efficacy greater than 45 lumens/W.

Exceptions:

Specialized lighting highlighting features of historic buildings; signage; safety or security lighting; low-voltage landscape lighting.

Controls, Switching, and Wiring:

3. Independent controls for each space (switch/occupancy sensor).

Exceptions:

Areas designated as security or emergency areas that must be continuously illuminated.

Lighting in stairways or corridors that are elements of the means of egress.

4. Master switch at entry to hotel/motel guest room.

5. Each space provided with a manual control to provide uniform light reduction capability.

Exceptions:

Only one luminaire in space;

An occupant-sensing device controls the area;

The area is a corridor, storeroom, restroom, public lobby or guest room;

Areas greater than 250 sq.ft.

6. Automatic lighting shutoff control in spaces greater than 250 sq.ft in buildings larger than 5,000 sq.ft.

7. Photo-cell/astronomical time switch on exterior lights.

Exceptions:

Lighting intended for 24 hour use.

8. Tandem wired one-lamp and three-lamp ballasted luminaires (No single-lamp ballasts).

Exceptions:

Electronic high-frequency ballasts; Luminaires not on same switch.

Section 4: Compliance Statement

Compliance Statement: The proposed lighting design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed lighting system has been designed to meet the 2001 IECC, Chapter 8, requirements in COMcheck Version 3.3.1 and to comply with the mandatory requirements in the Requirements Checklist.

ABRAM L. DOMINGUEZ

Name - Title

Abram L. Dominguez 10.28.08

Signature

Date



COMcheck Software Version 3.3.1 Lighting Application Worksheet

2001 IECC

Report Date:

Data filename: K:\01-Projects\08081-PCT 2 Park\ComCheck\Comcheck.cck

Section 1: Allowed Lighting Power Calculation

A Area Category	B Floor Area (ft ²)	C Allowed Watts / ft ²	D Allowed Watts (B x C)
Storage, Industrial and Commercial	664	1	664
Corridor, Restroom, Support Area	590	0.8	472
Total Allowed Watts =			1136

Section 2: Actual Lighting Power Calculation

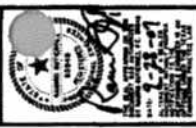
A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Linear Fluorescent 1: A: FIBERGLASS WRAPAROUND / 48" T8 32W / Electronic	2	8	65	520
Linear Fluorescent 2: B: 4' STRIP WITH WIRE GUARD / 48" T8 32W / Electronic	2	8	65	520
Total Actual Watts =				1040

Section 3: Compliance Calculation

If the Total Allowed Watts minus the Total Actual Watts is greater than or equal to zero, the building complies.

Total Allowed Watts = 1136
Total Actual Watts = 1040
Project Compliance = 96

Lighting PASSES Design is a better than code

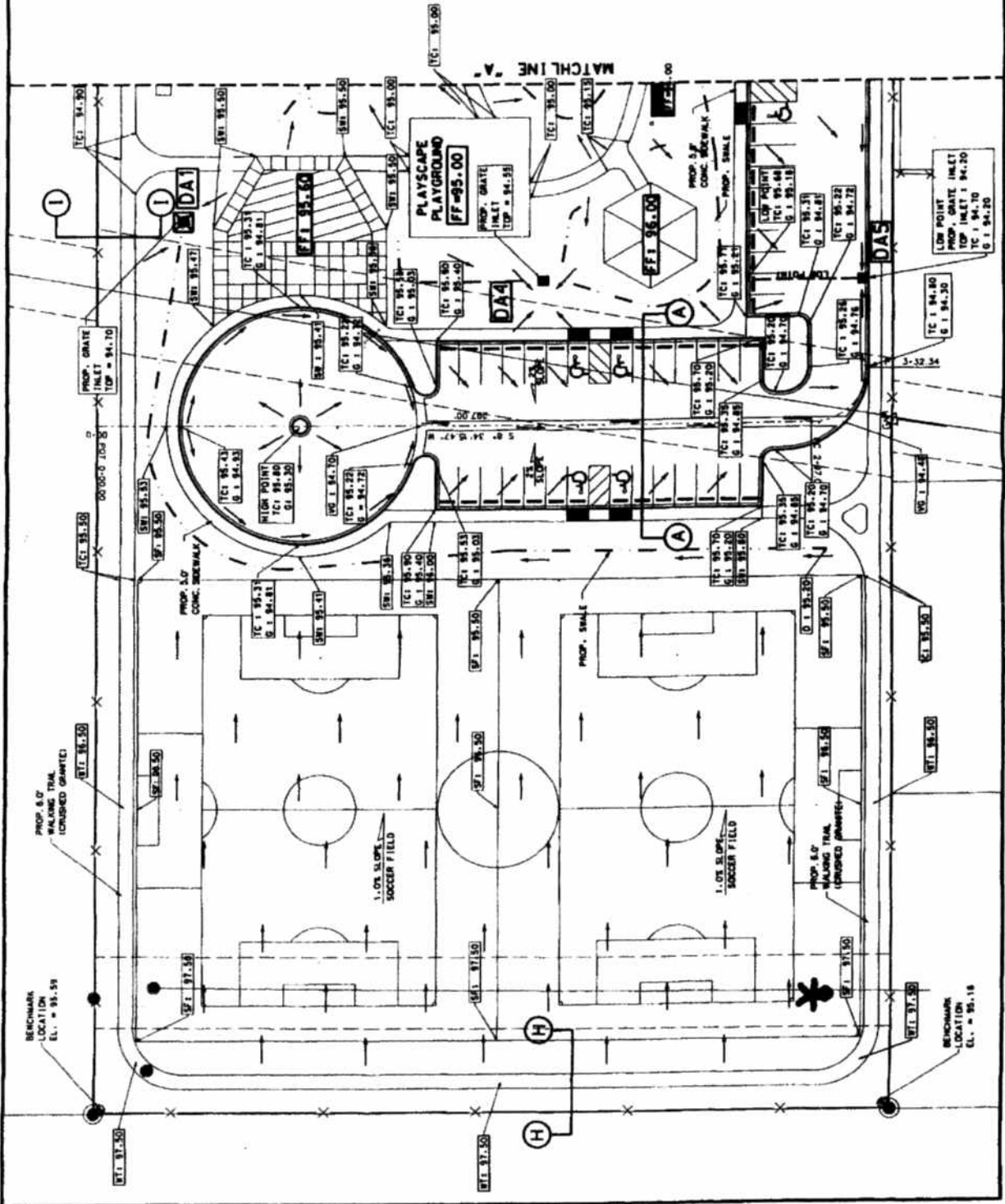


HIDALGO COUNTY PRECINCT NO. 2
 PARK AND MULTI-PURPOSE FACILITY
 GRADING LAYOUT

CHECKED BY:	DATE:	REVISION:
PREPARED BY:		
DRAWN BY:		
CHECKED BY:		
SHEET No. 7		

SCALE 1"=40'

- LEGEND**
- FLOW DIRECTION
 - PROP. SIDEWALK
 - TOP OF CURB
 - GUTTER ELEV.
 - TOP OF SIDEWALK ELEV.
 - SOCCER FIELD ELEV.
 - WALKING TRAIL ELEV.
 - BASKETBALL COURT ELEV.
 - FINISHED FLOOR ELEV.
 - SEWAGE ELEV.
 - DRAINAGE INLET I.D.



MATCHLINE "A"

BENCHMARK LOCATION EL. = 95.55

BENCHMARK LOCATION EL. = 95.15

PROP. GRATE INLET TOP = 94.10

LOW POINT PROP. GRATE INLET TOP = 94.20

SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS

FOR

HIDALGO COUNTY PCT. 2

#2008-403-11-06-MSS

ADDENDUM NO. THREE

November 12, 2008

**PREPARED BY
V-A Architecture
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax**

**SEAL & SIGNATURE ON FILE @
ARCHITECT'S OFFICE**

THE ADDENDUM

All parties wishing to submit on this project shall be responsible for reading the entire addendum. Failure to note any items of the addendum does not relieve any party from performing per instructions, providing that the information is set forth once, any place in this addendum.

This addendum forms a part of the contract documents modifying and superseding where it is inconsistent with them. All other conditions of the conditions of the contract documents remain unchanged.

Acknowledge receipt of this addendum by inserting its number in the bid proposal form.

Project: South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2
#2008-403-11-06-MSS

Date: November 12, 2008

Prepared By: V•A Architecture, 2029 Industrial Dr., McAllen, Tx 78504 956/631-2242; 956/686-7916 Fax

ITEM ONE: SPECIFICATIONS

SECTION 10426

DELETE all reference to building plaque from Section 10426. Building plaque **shall not be required** for this project.

ITEM TWO: CLARIFICATIONS FOR RESTROOM/STORAGE BLDG. ONLY:

1. It shall be the contractor's option to provide, conventional roof framing comprised of 2x12 hip rafters, 2x8 jack rafters at 16" o.c., and 2x6 ceiling rafters at 16" o.c. in lieu of pre-engineered roof trusses.
2. One 18" x 42" solid plastic, wall mounted urinal screen **shall be provided** at the men's restroom.
3. Wall section d/a-09, depicting a 32" diameter metal ventilation louver, **shall be applicable** to the exterior wall of both the men's restroom and the women's restroom.
4. Wall section e/a-09, depicting the interior wall extending up the roof structure, **shall be applicable** to all three interior walls of storage room 104.



PURCHASING DEPARTMENT
County Of Hidalgo

November 12, 2008

RE: ADDENDUM NO.3
FOR RFP No.:2008-403-11-06-MSS
Hidalgo County Precinct No. 2 -"South Tower CRC/Park
Pending Construction Items"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – PRECINCT No. 2**-request for proposal for **"South Tower CRC/Park Pending Construction Items"**

Please add this **ADDENDUM NO. 3** to your packet, so as to permit your company to submit a complete proposal. See original packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 3** by signing and returning this notice by no later than **Wednesday, November 12, 2008** at 5:00 P.M. via fax to (956) 292-7612 or via e-mail to: moises.salazar@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 3** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your packet for **Hidalgo County Precinct No. 2 -"South tower CRC/Park Pending Construction Items"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:

ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 3

November 12, 2008

"HIDALGO COUNTY PRECINCT NO. 2" SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"

RFP NO.: #2008-403-11-06-MSS
Opening Date: NOVEMBER 13, 2008 @ 11:00 AM

PLEASE NOTE CHANGES AS FOLLOWS:

- No. 1** SEE ATTACHED ADDENDUM NO. 3 PAGES 1 AND 2 AS PREPARED BY PROJECT ARCHITECT.
TWO ITEMS TO BE CORRECTED/CLARIFIED:
ITEM I. RELATES TO SPECIFICATIONS
ITEM II. RELATES TO CLARIFICATIONS FOR RESTROOMS/STORAGE BUILDING

I, Allan Moore, acknowledge receipt of ADDENDUM NO. 3 dated, NOVEMBER 12, 2008, for RFP: HIDALGO COUNTY PRECINCT NO. 2 - "SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"

Allan Moore

Printed Bidder Name

November 12, 2008

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS

FOR

HIDALGO COUNTY PCT. 2

#2008-403-11-06-MSS

ADDENDUM NO. THREE

November 12, 2008

**PREPARED BY
V-A Architecture
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax**

**SEAL & SIGNATURE ON FILE @
ARCHITECT'S OFFICE**

THE ADDENDUM

All parties wishing to submit on this project shall be responsible for reading the entire addendum. Failure to note any items of the addendum does not relieve any party from performing per instructions, providing that the information is set forth once, any place in this addendum.

This addendum forms a part of the contract documents modifying and superseding where it is inconsistent with them. All other conditions of the conditions of the contract documents remain unchanged.

Acknowledge receipt of this addendum by inserting its number in the bid proposal form.

Project: South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2
#2008-403-11-06-MSS

Date: November 12, 2008

Prepared By: V•A Architecture, 2029 Industrial Dr., McAllen, Tx 78504 956/631-2242; 956/686-7916 Fax

ITEM ONE: SPECIFICATIONS SECTION 10426

DELETE all reference to building plaque from Section 10426. Building plaque **shall not be required** for this project.

ITEM TWO: CLARIFICATIONS FOR RESTROOM/STORAGE BLDG. ONLY:

1. It shall be the contractor's option to provide, conventional roof framing comprised of 2x12 hip rafters, 2x8 jack rafters at 16" o.c., and 2x6 ceiling rafters at 16" o.c. in lieu of pre-engineered roof trusses.
2. One 18" x 42" solid plastic, wall mounted urinal screen **shall be provided** at the men's restroom.
3. Wall section d/a-09, depicting a 32" diameter metal ventilation louver, **shall be applicable** to the exterior wall of both the men's restroom and the women's restroom
4. Wall section e/a-09 depicting the interior wall extending up the roof structure, **shall be applicable** to all three interior walls of storage room 104