



October 3, 2012

Comm. Joseph Palacios  
Hidalgo County Precinct No. 4  
1051 N. Doolittle Road  
Edinburg, Texas 78539

**Re: Hidalgo Co. Urban County Program – Hillcrest Terrace & Santa Cruz Ranchettes Sewer Improvements UCP No. 6539-67-6590-5000-6700-UCP-EGG LEMC No. 139**

Dear Commissioner Palacios:

On Wednesday, October 3, 2012 bids were received and opened for the Hillcrest Terrace & Santa Cruz Ranchettes Sewer Improvements in Precinct 4 Hidalgo County, Texas. A total of five (5) bids were received. Enclosed is the bid tabulation for this project.

The low base bid was submitted by E-CON Group, LLC. of Edinburg, Texas, in the amount of \$338,607.50. References have been contacted with no negative impact on our recommendation. We recommend that this project be awarded to E-CON Group, LLC.

Please call my office should you have any questions on the enclosed information.

Sincerely,

Emigdio "Milo" Salinas, P.E.  
Project Engineer

Enclosures:

cc: Ester Gonzalez, Program Specialists, HC Urban County Project  
File: Z:\5 Projects\Hidalgo\Precinct 4\P139 Hillcrest Terrace & Santa Cruz\Bid Phase\Letter of Recommendation.docx

# EXHIBIT "A"

## SPECIFICATIONS

HIDALGO COUNTY-URBAN COUNTY PROGRAM  
"Hillcrest Terrace Subdivision and Santa Cruz Ranchettes –  
Sanitary Sewer Improvement Project"  
BID NO.: 6539-67-6590-5000-6700-UCP-EG

The following are the minimum specifications for:

"INSTALLATION OF FIRST TIME SEWER SERVICE, SEPTIC TANK DECOMISSION,  
AND YARD LINES FOR TWO ECONOMICALLY DISADVANTAGE COMMUNITIES IN  
NORTHEAST HIDALGO COUNTY"

Please note exceptions or variations.

SPECIFICATIONS REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

The County Of Hidalgo, Texas Requires The Purchase of Materials For  
"INSTALLATION OF FIRST TIME SEWER SERVICE, SEPTIC TANK  
DECOMISSION, AND YARD LINES FOR TWO ECONOMICALLY DISADVANTAGE  
COMMUNITIES IN NORTHEAST HIDALGO COUNTY" to include but not limited to the  
following:

SEE ATTACHED SPECIFICATIONS AS PREPARED BY LEFEVRE  
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC:

HILARIO ORTIZ, PROJECT MANAGER  
612 NOLANA, SUITE 350  
McALLEN, TEXAS 78504

**Technical Specifications**

<u>Document</u>	<u>Title</u>	<u>No. of Pages</u>
<b>DIVISION 1 - GENERAL REQUIREMENTS</b>		
01321	Construction Photographs.....	2
01325	Construction of Schedules.....	2
01330	Submittal Procedures.....	3
01410	TPDES Requirements.....	3
01454	Testing Laboratory Services.....	2
01502	Mobilization.....	1
01504	Temporary Facilities and Controls.....	7
01555	Traffic Control and Regulation.....	1
01561	Trench Safety Systems.....	2
01570	Storm Water Pollution Control.....	10
01572	Source Controls for Erosion and Sedimentation.....	4
01573	Filter Fabric Fence.....	2
01575	Stabilized Construction Exit.....	3
01576	Waste Material Disposal.....	1
01578	Control of Ground Water and Surface Water.....	4
01720	Project Record Documents.....	2
<b>DIVISION 2 – SITE WORK</b>		
02083	Fiberglass Manholes.....	6
02084	Frames, Grates, Rings an Covers.....	2
02221	Removing Existing Pavements and Structures.....	2
02316	Excavation and Backfill around Structures.....	7
02317	Excavation and Backfill for Utilities.....	12
02320	Utility Backfill Materials.....	6
02331	Sliplining Grout.....	6
02448	Augering Pipe for Sewers.....	4
02506	Polyvinyl Chloride Pipe.....	5
02516	Cut, Plug and Abandonment of Pipelines and Septic Tanks.....	2
02531	Gravity Sanitary Sewers.....	5
02533	Testing for Sanitary Sewers.....	8
02534	Sanitary Sewer Connections or Re-Connections.....	7
02751	Concrete Pavement.....	11
02752	Concrete Pavement Joints.....	4
02723	Concrete Pavement Curing.....	2
02740	Asphalt Overlay and Base Repair.....	6
02741	Asphalt Concrete Pavement.....	6
02742	Prime Coat.....	4
02743	Tack Coat.....	3
<b>DIVISION 3 – CONCRETE</b>		
03315	Concrete for Utilities.....	11

END OF DOCUMENT

00003-1 of 1

**Division**  
General Requirements

**1**

## Section 01321

## CONSTRUCTION PHOTOGRAPHS

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Photographic requirements for construction photographs and submittals.

## 1.02 SUBMITTALS

- A. Prints: Furnish 2 sets of 4-inch by 6-inch prints of each view and submit 1 print directly to the Engineer within 7 days of taking photographs. One print shall be retained by the Contractor in the field office at the Project site and available at all times for reference.
- B. Extra Prints: When requested by the Engineer, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.
- C. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.
- D. When required by Contract Documents, submit photographs with monthly Pay Estimate.
- E. Negatives: With each submittal, include photographic negatives, in protective envelopes, identified by Project name, Contractor, and date photographs were taken.
- F. In lieu of negatives, Contractor may submit electronic files of digital photographs if using a digital camera, but must comply with Parts 1 and 2 of this section.

## 1.03 QUALITY ASSURANCE

- A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.
- B. Photographs: Two prints; color, matte finish; 4 x 6 -inch size, mounted on 8-1/2 x 11- inch soft card stock, with left edge binding margin for three hole punch. Digital photos shall not be distorted to fit card stock.

## PART 2 PRODUCTS

## 2.01 PRECONSTRUCTION PHOTOGRAPHS

- A. Prior to the commencement of any construction, take 35 mm or digital color photographs of the site of the project and present two sets of prints to the Engineer for their use in contract administration and inspection. Subject matter of the photographs to be determined by the Engineer.
- B. The photographs shall show on a non-reflective chalkboard readable in the photograph:

## SECTION 01325

## CONSTRUCTION SCHEDULE

## PART 1 - GENERAL

## 1.01 GENERAL

- A. Provide Construction Schedules for the Work included in this Contract in accordance with requirements in this Section. Create Construction Schedule using Critical Path Method (CPM) computer software capable of mathematical analysis of Precedence Diagramming Method (PDM) plan. Provide printed activity listings and bar charts in formats described in this Section.
- B. Combine activity listings and bar charts with narrative report to form Construction Schedule submittal for Engineer.

## 1.02 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. During preconstruction meeting, as described in Section 01312 - Coordination and Meetings, provide sample bar charts and activity listings produced from scheduling software proposed. Scheduling software is subject to review by Engineer and must meet requirements provided in this Section. Engineer will provide review of samples within seven days of submittal.
- C. Within 21 days of receipt of approval of Contractor's format, or 30 days of Notice to Proceed, whichever is later, **submit proposed Construction Schedule for review.**
- D. Construction Schedule submittals shall include:
  1. printed bar charts that meet criteria outlined in this Section;
  2. activity listings that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software; and
  3. a predecessor/successor listing sorted by Activity ID that meets criteria outlined in this Section and is produced by Contractor's scheduling software.
  4. A logic network diagram is required with the first Construction Schedule submittal for facilities projects.
  5. Prepare and submit graphic or tabular display of estimated monthly billings (i.e. a cash flow curve for the Work) with the first schedule submittal. This information is not required in monthly updates, unless significant changes in work require re-submittal of schedule for review. Display shall allocate units indicated in bid schedule or Schedule of Values to Construction Schedule activities. Weighted allocations are acceptable, where appropriate. Dollar value associated with each allocated unit will be spread across the duration of that activity on a monthly basis. Total for each month and cumulative total will be indicated. These monthly forecasts are only for Engineer's planning purposes. Monthly payments for actual work completed will be made in accordance with Document 00700 - General Conditions.
  6. Narrative Report that provides the information outlined in this Section.

## Section 01330

## SUBMITTAL PROCEDURES

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Submittal procedures for:
1. Project Record Documents.
  2. Design Mixes.

## 1.02 SUBMITTAL PROCEDURES

- A. Scheduling and Handling:
1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.
  2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:
    - i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;
    - ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;
    - iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.
  3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

- A. Submit Project Record Documents to the Engineer.
- 1.04 DESIGN MIXES
- A. When specified in Specifications, submit design mixes for review.
- B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.
- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

- A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:
- i. As much as possible, all catalog cuts and manufacturer's information shall be original.
  - ii. Copies, when required, shall be clean and entirely legible.
  - iii. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.
  - iv. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.
- B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

**EXHIBIT "B"**

**BID PAGE**

**HIDALGO COUNTY-URBAN COUNTY PROGRAM**  
**"HILLCREST TERRACE SUBDIVISION AND SANTA CRUZ RANCHETTES -**  
**SANITARY SEWER IMPROVEMENT PROJECT"**  
**BID NO.: 6539-67-6590-5000-6700-UCP-EG**

**SCOPE OF WORK DESCRIPTION:**  
**PROVIDE BIDS FOR THE INSTALLATION OF FIRST TIME SEWER SERVICE,**  
**SEPTIC TANK DECOMMISSION, AND YARD LINES FOR TWO ECONOMICALLY**  
**DISADVANTAGE COMMUNITIES IN NORTHEAST HIDALGO COUNTY**

BID PRICE: \$ 338,607.<sup>50</sup>

**OPENED**

ALTERNATE PRICE: \$ 29,384.<sup>00</sup>

9.40  
10-03-12

BIDDER/COMPANY NAME: E-CON Group, LLC

**Witnessed**

ADDRESS: P.O Box 2999

CITY/STATE/ZIP CODE: Edinburg, Tx 78540

PHONE & FAX NO.'S: Phone-(956) 259-8005 Fax(956) 259-8000

CELLULAR & BEEPER NO.'S: (956) 793-0178 & (956) 638-6183

AUTHORIZED SIGNATURE: 

PRINTED NAME: Gilbert Enriquez

TITLE: President

Document 00405

## SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.  
When a Contract is awarded, this Document becomes a supplement to the CONTRACT Between Owner and Contractor.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY.	UNIT PRICE IN FIGURES <sup>(1)</sup>	TOTAL FIGURES
General Project					
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.	LS	1	9,850. <sup>00</sup>	9,850. <sup>00</sup>
1-2	Construction Staking	LS	1	1,500. <sup>00</sup>	1,500. <sup>00</sup>
1-3	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas	LS	1	1,500. <sup>00</sup>	1,500. <sup>00</sup>
1-4	Traffic control plan signed and sealed by a professional engineer licensed in Texas	LS	1	1,500. <sup>00</sup>	1,500. <sup>00</sup>
1-5	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan.	LS	1	3,500. <sup>00</sup>	3,500. <sup>00</sup>
Total General Project					17,850. <sup>00</sup>
Sanitary Sewer Lines A, B and C w/ Service Lateral Connections					
2-1	Furnish and Install 8-inch PVC SDR-35 gravity pipe according to the plans and specifications; complete in place.	LF	1345	17. <sup>00</sup>	22,865. <sup>00</sup>
2-2	Furnish and Install 12-inch PVC SDR-26 gravity pipe according to the plans and specifications; complete in place.	LF	2584	23. <sup>00</sup>	59,432. <sup>00</sup>
2-3	Furnish and Install directional bores with 12-inch casings for 6-inch PVC double service connection; according to the plans and specifications; complete in place.	LF	174	116. <sup>00</sup>	20,184. <sup>00</sup>
2-4	Furnish and Install directional bores with 16-inch casings for 8-inch PVC sanitary sewer line; according to the plans and specifications; complete in place.	LF	40	146. <sup>00</sup>	5,840. <sup>00</sup>
2-5	Furnish and Install directional bores with 24-inch casings for 12-inch PVC sanitary sewer line; according to the plans and specifications; complete in place.	LF	207	230. <sup>00</sup>	47,610. <sup>00</sup>
2-6	Furnish and Install 48-inch diameter fiberglass manhole; according to the plans and specifications; complete in place.	EA	13	3,500. <sup>00</sup>	45,500. <sup>00</sup>
2-7	Furnish and Install single service connection; according to the plans and specifications; complete in place.	EA	35	1,200. <sup>00</sup>	42,000. <sup>00</sup>
2-8	Furnish and Install double service connection; according to the plans and specifications; complete in place.	EA	3	1,800. <sup>00</sup>	5,400. <sup>00</sup>
2-9	Disconnect, pump and decommission existing septic tank or cesspool, haul and dispose of spoil material and Furnish and Install 4" PVC SDR-35 sewer service lateral including: connecting new 4" pipe to existing sewer and gray water pipes; landscape	EA	49	1,200. <sup>00</sup>	58,800. <sup>00</sup>

00405-1 of 2

STANDARD SPECIFICATION

SCHEDULE OF UNIT PRICE WORK

	and/or other surface media repair; and all appurtenant work as shown or as specified, complete in place.				
2-10	Remove and Replace and compact existing caliche driveway as needed for trenching operations; according to the plans and specifications; complete in place.	SY	161	22.50	3,622.50
2-11	Saw-cut, Remove and Replace existing asphalt driveway as needed for trenching operations; according to the plans and specifications; complete in place.	SY	56	36.00	2,016.00
2-12	Saw-cut, Remove and Replace existing base, sub-base, HMAC asphalt roadway pavement; as needed for trenching operations according to the plans and specifications; complete in place.	SY	183	36.00	6,588.00
2-13	Saw-cut, Remove and Replace existing base, sub-base, HMAC asphalt pavement (TxDOT Specifications); as needed for trenching operations according to the plans and specifications; complete in place.	SY	14	50.00	700.00
2-14	Saw-cut, Remove and Replace, and existing concrete sidewalk as needed for trenching operations; according to the plans and specifications; complete in place.	SY	2	100.00	200.00
Sanitary Sewer Lines A, B and C w/ Service Lateral Connections					320,757.50
<b>SUMMARY</b>					
Total General Project					17,850.00
Sanitary Sewer Lines A, B and C w/ Service Lateral Connections					320,757.50

TOTAL BID PRICE (Total Unit Prices Plus Cash Allowance, if any)

\$ 338,607.50

Notes:

(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Project: Hillcrest Terrance Subdivision and Santa Cruz Ranchel

Project No. 6539-67-6590-5008-6700-VEP-EE Bidder's Signature: [Signature]

Company: E-CON Group, LLC Name: Gilbert Enriquez

Date: 10/3/2012 Title: President

**OPENED**  
9:40  
10-03-12  
**Witnessed**

END OF DOCUMENT

[Signature]

Document 00407

SCHEDULE OF ALTERNATES

This Document, constitutes a Supplement to Document 00405 - Schedule of Unit Price Work. When a Contract is awarded, this Document becomes a supplement to the CONTRACT Between Owner and Contractor.

- A. Alternate bids will be reviewed and accepted or rejected at the discretion of the Owner.
- B. Any Alternate not listed below will not be considered.

TOTAL BID PRICE (Total Unit Prices from Document 00405)

\$ 338,1007.<sup>50</sup>

OPENED

9:40

10/3/12

Witnessed

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY.	UNIT PRICE IN FIGURES <sup>(1)</sup>	TOTAL FIGURES
<b>Alternate No. 1</b>					
And ADD the following Unit Price Bid Items to replace them:					
2-3	Furnish and Install directional bores with 12-inch casings for 6-inch PVC double service connection; according to the plans and specifications; complete in place.	LF	32	116. <sup>00</sup>	( <del>3,712.<sup>00</sup> )</del>
2-3a	Furnish and Install directional bores with 8-inch casings for 4-inch PVC service connection; according to the plans and specifications; complete in place.	LF	32	146. <sup>00</sup>	( 4,672. <sup>00</sup> )
2-8	Furnish and Install single service connection; according to the plans and specifications; complete in place.	EA	14	1,200. <sup>00</sup>	( 16,800. <sup>00</sup> )
2-9	Furnish and Install double service connection; according to the plans and specifications; complete in place.	EA	1	1,800. <sup>00</sup>	( 1,800. <sup>00</sup> )
2-9a	Furnish and Install commercial service connection; according to the plans and specifications; complete in place.	EA	1	1,500. <sup>00</sup>	( 1,500. <sup>00</sup> )
2-13	Saw-cut, Remove and Replace existing base, sub-base, HMAC asphalt roadway pavement; as needed for trenching operations according to the plans and specifications; complete in place.	SY	25	36. <sup>00</sup>	( 900. <sup>00</sup> )

TOTAL ALTERNATE BID PRICE (Including All Alternate Bids) \$ 29,384.<sup>00</sup>

Notes:

<sup>(1)</sup> United States Dollars. In the event of a discrepancy, this column shall govern.

Project: Hillcrest Terrace Subdivision and Santa Cruz Ranchettes

Project No. 6539-67-6590-500-6700-UXP-EG Bidder's Signature: \_\_\_\_\_

Company: E-CON GROUP, LLC Name: Gilbert Enriquez

Date: 10/3/2012 Title: President

END OF DOCUMENT

## 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. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
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, GILBERT ENRIQUETA, authorized representative for E-CON GROUP, LLC,  
Company/Vendor

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

- will be acquired within 10 working days after notification from the Urban County Program Coordinator of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from the Urban County Program Coordinator of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative

10/3/12  
Date

## Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Urban County Program Coordinator in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Urban County Program Coordinator will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and 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.

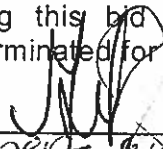
**THIS FORM MUST ACCOMPANY BID PACKET**



**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: GILBERT EANGUEZ  
Title: PRESIDENT  
Telephone Number: (956) 259-8005  
Date: 10/3/2012

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



**Liberty  
Mutual**

**West American Insurance Company**

**BID OR PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, That we,

E-Con Group LLC

(hereinafter called the Principal) as Principal, and West American Insurance Company, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto Hidalgo County

(hereinafter called the Obligee) in the penal sum of

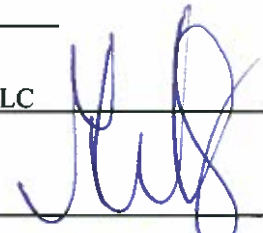
5% Greatest Amount Bid Dollars \$ 5% lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated October 3rd, 2012 for Hillcrest Terrace Subdivision and Santa Cruz Ranchettes

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: October 3rd, 2012

E-Con Group LLC  
(Principal)

By: 

West American Insurance Company

By:   
Andy Alvarez (Attorney-in-Fact)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

WEST AMERICAN INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That West American Insurance Company (the "Company"), an Indianapolis stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint ANDY ALVAREZ, RON DUNAGAN, SHEILA DUNAGAN, ALL OF THE CITY OF MCALLEN, STATE OF TEXAS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100 DOLLARS (\$ 25,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-Laws, David M. Carey, Assistant Secretary of West American Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of West American Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of September 2011



WEST AMERICAN INSURANCE COMPANY

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of West American Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of West American Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-Laws of West American Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of West American Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 3rd day of October, 2012



By Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.