

**FORMS OF SPECIFICATIONS, CONTRACT, BONDS AND  
BID PROPOSALS**

**FOR**

**HIDALGO COUNTY PRECINCT NO. 2  
EQUIPMENT AND MAINTENANCE FACILITY – ON-SITE  
CIVIL IMPROVEMENTS CONCRETE WORK**

**CONTRACT NO.: C-14-353-10-14**



*10/20/14*

**PREPARED BY:**

A handwritten signature in black ink, appearing to read "R. E. Segin PE".

**RAUL E. SESIN, P.E., PROJECT ENGINEER  
HIDALGO COUNTY PLANNING DEPARTMENT  
1304 S. 25<sup>th</sup> STREET  
EDINBURG, TEXAS 78539**

**Hidalgo County Precinct No. 2**  
**Equipment and Maintenance Facility - On-site Civil Improvements**  
**Concrete Work**  
**Contract No.: C-14-353-10-14**

**TABLE OF CONTENTS**

- 1) Advertisement and Invitation for Bids
- 2) Hidalgo County Legal Notice
- 3) Bidder Acknowledgement
- 4) Statement of Credentials
- 5) Information for Bidders
- 6) Bid Form
- 7) Bid Bond
- 8) Contract
- 9) Non Collusion
- 10) Payment Bond
- 11) Performance Bond
- 12) **Exhibit C** -Insurance Requirements
- 13) General Conditions of the Agreement
- 14) Title 29 Labor
- 15) Standard General Condition of Construction Contract
- 16) Supplemental General Condition  
**Exhibit A** General Notes
  - a. Technical Specifications
- 17) **Exhibit B**
  - a. Debarment
  - b. W-9
  - c. Bidder/Vendor Application
  - d. Conflict of Interest Memo
  - e. Conflict of Interest Form
  - f. Sales Tax and Local Sales Tax Certificate
- 18) **Exhibit D** Border Wage Rates
  - a. Government code Ch 2258
  - b. Prevailing Wage Rate
  - c. Davis Bacon
- 19) **Exhibit E**
  - a. Change Order
  - b. Payment of Application
  - c. Estimate Quantity Update
  - d. Schedule of Values
  - e. Contract Time Statement
  - f. List of Suppliers
  - g. Partial Release of Lien
  - h. Contractor's Affidavit of Payment of Debts and Claims
  - i. Prevailing Wage Rates Certificate Statement
  - j. Certificate of Construction Completion
  - ~~k.~~ Contractor's Affidavit of Release of Liens
  - l. Quantity Work Sheet
- 20) Construction Identification Sign

# ADDENDUM NO. 1

October 1, 2014

## HIDALGO COUNTY PRECINCT NO. 2

### "EQUIPMENT AND MAINTENANCE FACILITY ON-SITE CIVIL IMPROVEMENTS CONCRETE WORK"

BID NO.: 2014-353-10-08-MSS

Bid Opening Date: OCTOBER 8, 2014

#### PLEASE NOTE CHANGES AS FOLLOWS:

1. Clarification – All Curb and Gutter work shall be Type "A" Barrier Curb as per the Type "A" Barrier Curb and Gutter Detail.
2. Item #5 - "20' x 2' Concrete Spillways" has been replaced with "20' x 5' Concrete Spillways"; the quantity for this item has changed from 2 EA to 3 EA. A spillway has been added to connect the Type "A" Curb & Gutter to the existing inlet on the south side of the south entrance.
3. Item #6 - "10' x 2' Concrete Spillways" has been replaced with "10' x 5' Concrete Spillways".
4. QUESTION: "I'm emailing in reference to project 2014-353-10-08-MSS. I was wondering if there was an estimated value/budget for this project?  
ANSWER: The Engineer's estimated construction cost is approximately \$94,000.00.

I, Dianaly De Hayos, acknowledge receipt of ADDENDUM NO. 1 dated, October 1<sup>st</sup> 2014, 2014, for RFB- HIDALGO COUNTY PRECINCT NO. 2 -" EQUIPMENT AND MAINTENANCE FACILITY CONCRETE WORK".

BIDA Site and Concrete, LLC  
Printed Bidder Name

10-8-14  
Date

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



PURCHASING DEPARTMENT  
County Of Hidalgo

September 22, 2014

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Re: **HIDALGO COUNTY PRECINCT No. 2**  
**Request for Bids -"Equipment and Maintenance Facility –On Site Civil**  
**Improvements Concrete Work"**  
**Bid No: 2014-353-10-08-MSS**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

# REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2 with sealed bids for: "Equipment and Maintenance Facility – On-Site Civil Improvements Concrete Work."

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is \$25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

**Bid Packets** may be obtained from the office of Hidalgo County Planning Department, 1304 S. 25<sup>th</sup> St., Edinburg, TX 78539 Phone No. (956) 318-2842.

PRE-BID CONFERENCE is scheduled for **SEPTEMBER 30, 2014 @ 3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No.: 2014-353-10-08-MSS – Hidalgo County Precinct No. 2 – "Equipment and Maintenance Facility – On-Site Civil Improvements Concrete Work"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent  
Hidalgo County Purchasing Department

US Postal Mail/Courier Address

Hidalgo County New Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Location:

Hidalgo County New Administration Building  
2802 S. Business Hwy. 281  
(Southeast of Canton Rd & Business 281)  
Edinburg, Texas 78539

Sealed bids will be accepted until **3:00 PM** on **Wednesday, October 08, 2014** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

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

**BIDS MAY BE HELD** by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

**BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS** on this the 15<sup>th</sup> day of September, 2014.

MARTHA L. SALAZAR, CPPB  
HIDALGO COUNTY PURCHASING AGENT

**REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233**

**REQUEST FOR  
SEALED BIDS (RFB)**

**TO SUPPLY HIDALGO COUNTY** with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	2014-353-10-08-MSS	<b>-HIDALGO COUNTY PRECINCT NO. 2- "Equipment and Maintenance Facility – On-site Civil Improvements Concrete Work."</b>
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**PROCUREMENT PACKETS.** Interested contractors may obtain bid packets at project engineer's office: **Hidalgo County Planning Department**, Raul Sesin, P.E., 1304 S. 25th St., Edinburg, TX 78539, Ph. (956) 318-2842.

**PRE-BID CONFERENCE** is scheduled for **Tuesday, September 30, 2014 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2802 S. Business Hwy 281, Edinburg, TX 78539

A **BIDDER'S BOND** from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds \$25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds \$100,000.

**UPON SUBMITTING SEALED BID**, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:  
**Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**

**Hidalgo County Purchasing Department**

**US Postal Mail/Courier Address:** Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539  
**Physical Location:** Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

**BIDS ACCEPTANCE:** Sealed bids will be accepted until **3:00 p.m. on Wednesday, October 08, 2014** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

**BIDS MAY BE HELD** by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**Typed-written RFI's** shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **October 01, 2014.** Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

**BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS** on this the 05<sup>th</sup> day of March, 2014.

MARTHA L. SALAZAR, CPPB  
HIDALGO COUNTY PURCHASING AGENT

**REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233**



**REQUEST FOR BIDS (RFB)**

**HIDALGO COUNTY PRECINCT NO. 2**

**“Equipment and Maintenance Facility – On-Site Civil  
Improvements Concrete Work**

**RFB NO: 2014-353-10-08-MSS**

**Acceptance Date: October 08, 2014**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

**Project Buyer Contact Information:**

Moises Salazar, Buyer III  
(956) 292-7000 Ext. 4863  
[moises.salazar@co.hidalgo.tx.us](mailto:moises.salazar@co.hidalgo.tx.us)

LEGAL NOTICE

BID NO:2014-353-10-08-MSS

1. Sealed bids will be received for **“HIDALGO COUNTY PRECINCT NO. 2 – EQUIPMENT AND MAINTENANCE FACILITY – ON-SITE CIVIL IMPROVEMENTS CONCRETE WORK”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders 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 specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and three (3) copies of all bids are required with the bidders name and return 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: **"BID-2014-353-10-08-MSS - HIDALGO COUNTY PRECINCT NO. 2 - EQUIPMENT AND MAINTENANCE FACILITY – ON-SITE CIVIL IMPROVEMENTS CONCRETE WORK."** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, OCTOBER 08, 2014.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS – 2014-353-10-08-MSS - HIDALGO COUNTY PRECINCT NO. 2 – EQUIPMENT AND MAINTENANCE FACILITY – ON-SITE CIVIL IMPROVEMENTS CONCRETE WORK".**

WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: Raul Sesin, P.E., Hidalgo County Planning Department to the attention of, *Nora D Cavazos at [nora.cavazos@hchd.org](mailto:nora.cavazos@hchd.org)* . Please call 956-318-2840 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by October 01, 2014. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

## LEGAL NOTICE

**BID NO:2014-353-10-08-MSS**

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. 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 bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
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, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid 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 Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
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 bid 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

**LEGAL NOTICE**

**BID NO:2014-353-10-08-MSS**

15. completed W-9 and a copy o their Federal ID Number Certificate.  
DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
 Martha L. Salazar, Purchasing Agent  
 (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **BID- 2014-353-10-08-MSS - HIDALGO COUNTY PRECINCT NO. 2 -“ EQUIPMENT AND MAINTENANCE FACILITY – ON-SITE CIVIL IMPROVEMENTS CONCRETE WORK”** 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:

**Carlos Jasso, Accountant IV**  
**Hidalgo County Precinct No. 2**  
**300 W. Hall Acres Rd.**  
**Pharr, Texas 78577**  
**(956) 787-1891**

17. Schedule

Pre-Bid Conference,	3:00 PM	<u>September 30, 2014</u>
Bid Opening,	3:00 PM	<u>October 08, 2014</u>
Award of Contract		<u>October 14, 2014</u>
Commence Work or Deliver Products		<u>                    , 2014</u>

HIDALGO COUNTY APPROVED HOLIDAYS

2014 YEAR	
New Year's Day	01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/25/14 and 12/26/14

18. Bid 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 & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$100,000.

. 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.

19. 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.

- NOTICE:  
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. 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 ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") 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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder'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.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . 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;

## LEGAL NOTICE

BID NO:2014-353-10-08-MSS

- . Be otherwise qualified and eligible to receive an award.
24. Successful bidder 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 bidder's 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.
  25. Any contract award to a successful bidder 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 day's written notice prior to cancellation.
  26. 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 bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
    - A. Meet schedules;
    - B. Pay any required fees or taxes; or
    - C. Otherwise perform in accordance with the specifications.
  27. Successful bidder 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 bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder 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 bidder's 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 and services provided by successful bidder.
  28. Successful bidder shall warrant that all items/services shall conform with 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 Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder 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.

LEGAL NOTICE

BID NO:2014-353-10-08-MSS

29. *Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.*
30. 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.
31. The successful bidder 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.

**BIDDERS ACKNOWLEDGEMENT**

Bid  
for

**HIDALGO COUNTY PRECINCT NO. 2**

**"EQUIPMENT AND MAINTENANCE FACILITY – ON-SITE CIVIL IMPROVEMENTS  
CONCRETE WORK"**

**BID NO.: 2014-353-10-08-MSS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Bus. Hwy. 281  
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: RDH Site and Concrete, LLC  
Address: 1201 E Moore Rd #89 PEAR TX 78577  
By: [Signature]  
Printed Name: Dianaly DeHaros  
Title: General Manager

**(THIS PAGE MUST BE SUBMITTED WITH BID PACKET)**

STATEMENT OF CREDENTIALS

1. GENERAL: In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: PDH Site and Concrete, LLC

Address: 1201 E. MOORE RD #89  
PHOENIX, TEXAS 78577

Date Organized: 2011 Date Incorporated: 2014

Office Number: 956-562-5426 Fax Number: 956-475-3917

Number of years in business under present name: 3

Type of work performed by your company: Site and Concrete

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

2. EXPERIENCE: The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: City of Palmhurst

Address: 4417 N. SHAW RD PALMHURST TX 78573

Ph/Fx Number: 956-583-9687 Email: N-A

Scope of Work Description: New Sidewalks

Date Completed: MARCH, 2014 Total Cost: 160,000.00

\*\*\*\*\*

2. Owner: City of mission

Address: 1201 E. 8th St, MISSION TX 78572

Ph/Fx Number: 956-580-8667 Email: N-A

Scope of Work Description: Concrete paving, Drainage

Date Completed: April, 2014 Total Cost: 240,000.00

\*\*\*\*\*

3. Owner: Hidalgo County Precinct 2

Address: 300 W Hall Acres Rd Ste G Pharr, TX 78577

Ph/Fx Number: 361-787-1891 Email: N-A

Scope of Work Description: Paving Asphalt, Concrete, Drainage

Date Completed: August, 2014 Total Cost: 330,000.00

\*\*\*\*\*

4. Owner: City of Edinburg

Address: 415 W University Drive Edinburg TX

Ph/Fx Number: 956-388-8212 Email: N-A

Scope of Work Description: Sewer, Concrete, Asphalt

Date Completed: October, 2014 Total Cost: 140,000.00

\*\*\*\*\*

5. Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Ph/Fx Number: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Description: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

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3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Seminole Valley subdivision Improvements  
South Broadway Park & Ride Facility

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4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

NONE

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6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder hereby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

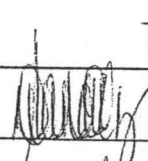
Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 8<sup>th</sup> day of October, 2014.

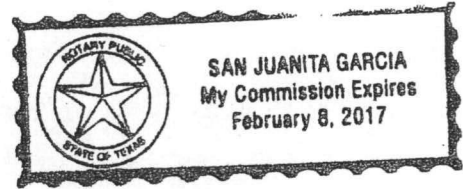
By  Dianaly De Torres  
Title General Manager

Subscribed and sworn to me this 8<sup>th</sup> day of October, 2014.

By: San Juanita Garcia

Notary Public in and for Hidalgo County, Texas

My commission expires February 8<sup>th</sup> 2017



## INFORMATION FOR BIDDERS

### 1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, OCTOBER 08, 2014 at 3:00 p.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 2.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### 2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder and/or contractor, concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

### 3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

- a Must be acceptable to the Owner after verification of the current eligibility status, and,
- b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

### 4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

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

## 5. Method of Bidding

The Owner invites the following bid(s):

Project Name: Hidalgo County Precinct No. 2 – Equipment and Maintenance Facility –On-Site Civil Improvements Concrete Work.

Project Number: 2014-353-10-08-MSS

### Qualifications of Bidder

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

## 6. Bid Security

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

## 7. Liquidated Damages for Failure to enter into Contract

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

## 8. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within 21 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## **9. Condition of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

## **10. Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing via e-mail to [moises.salazar@co.hidalgo.tx.us](mailto:moises.salazar@co.hidalgo.tx.us) or via fax to (956) 292-7612 addressed to Martha L. Salazar, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, TX 78539 attn: Moises Salazar, Buyer and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## **11. 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, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

## **12. Power of Attorney**

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **13. Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

- a Inspection and testing of materials
- b Insurance requirements
- c Wage rates
- d States allowances

#### **14. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **15. Method of Award – Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

#### **16. Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®  
INFORMATION FOR BIDDERS**

**17. SAFETY STANDARDS AND ACCIDENTS PREVENTION**

With respect to all work performed under this contract, the contractor shall:

- 1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.
- 2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

## SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.
2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility
5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.
8. Prospective bidders should make a careful examination of the projects sites.
9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.
10. No open trenches or excavation shall be left open overnight.

**BID TAB**  
**HIDALGO COUNTY PRECINCT No. 2**  
**PROJECT No. 2014-353-10-08-MSS**  
**ESTIMATOR: RAUL E. SESIN PE., CFM DATE: 10/1/14**

**HIDALGO COUNTY PRECINCT No. 2 EQUIPMENT AND MAINTENANCE FACILITY ON-SITE CIVIL IMPROVEMENTS CONCRETE WORK**

**SAMPLE**

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	34.33	STA	PREPARING ROW	THREE HUNDRED FIFTY	\$300.50	\$6,271.44

BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	2,250	LF	TYPE "A" BARRIER CURB & GUTTER	TEN	10.00	22,500.00
2	65	SY	4" CONCRETE SIDEWALK	THIRTY EIGHT	38.46	2,499.90
3	260	SY	6" CONCRETE PADS FOR PUMP STATIONS	FOURTY SIX	45.00	11,700.00
4	630	SY	6" CONCRETE DRIVEWAY APRONS	FOURTY FIVE	45.00	28,350.00
5	3	EA	20' X 5' CONCRETE SPILLWAYS	ONE THOUSAND FIVE HUNDRED	1,500.00	4,500.00
6	6	EA	10' X 5' CONCRETE SPILLWAYS	ONE THOUSAND	1,000.00	6,000.00
				<b>BASE BID PRICE IN WORDS</b>	<b>BID IN FIGURES</b>	
				eight thousand eight hundred twenty one	\$ 8,821.34	75,549.90
				THIRTY FOUR		

TOTAL BID PRICE IN WORDS (BASE BID)		BID IN FIGURES	
eight thousand eight hundred twenty one		\$ 8,821.34	
THIRTY FOUR			

- LF- LINEAR FEET
- EA- EACH
- SY- SQUARE YARD(S)
- LS- LUMP SUM

PHONE NUMBER: 956-502-5136  
 AUTHORIZED SIGNATURE: [Signature]  
 PRINTED NAME: Diana De-Hijos  
 TITLE: General Manager

10/8/14  
 3:03pm

WITNESSED  
[Signature]

**CONTINUATION OF BID PAGE**

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 21 calendar days.

Enclosed with this Proposal is a Cashier's check or Certified Check for \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) or a Bid Bond in the Sum of Four thousand ~~ninety one dollars, six cents~~ Dollars (4,091.06), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE
#1	<u>10-1-14</u>	<u>[Signature]</u>
#3	_____	_____

	DATE	ACKNOWLEDGE
#2	_____	_____
#4	_____	_____

Respectfully submitted,

RDH Site and Concrete, LLC  
Name of Firm

By: [Signature] 10-8-14  
Signature Date

General Manager  
Title

1201 E. Main Rd #89  
Address

Phar TX 78577

956-502-5426  
Telephone Number

**THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.**

(Seal, if Bid is by a Corporation)

Attest: \_\_\_\_\_

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. PH1347

KNOW ALL MEN BY THESE PRESENTS, that we

RDH SITE AND CONCRETE, LLC, 1201 East Moore Road #89, Pharr, TX 78577

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

a corporation duly organized under the laws of the Commonwealth of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County Precinct #2, 2802 South Business Hwy 281, Edinburg, TX 78539

as Obligee, hereinafter called Obligee, in the sum of

Five Percent of the Greatest Amount Bid Dollars ( 5.00% ).

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Project No. 2014-353-10-08-MSS; Equipment and Maintenance Facility On-Site Civil Improvements Concrete Work

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of October, 2014.

SANTUANA Garcia  
(Witness)

RDH SITE AND CONCRETE, LLC

(Principal)

(Seal)

[Signature]

General Manager  
(Title)

Aiane Brown  
(Witness)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

Fred A. Thetford, Jr.  
Fred A. Thetford, Jr., ATTORNEY-IN-FACT





IN WITNESS WHEREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

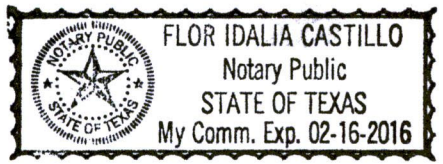
APPROVED BY COMMISSIONERS COURT ON: Oct 28, 2014, 2014.

CONTRACTOR:  
Print Name & Title: Rogelio De Hoyos - OWNER  
Name of Firm: RDT Site and Concrete, LLC  
Address: 1501 E. Myre Rd 89  
Pharr TX 78577  
Fed I.D. #/SS #: 46-5377221

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 22 day of October, 2014, by Rogelio De Hoyos (Title) Of and on behalf of RDT Site and Concrete, LLC (A corporation)



Flor Idalia Castillo  
Notary Public-Signature

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.  
800 Pecan  
McAllen, Texas 78504

BY: [Signature]

ATTEST:

COUNTY OF HIDALGO:

[Signature]  
Arturo Guajardo, Jr., County Clerk

Ramon Garcia  
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 10-28-14 rw

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Texas.....)

County of Hidalgo.....)

Dianaly De-Hoyos, being first duly sworn,  
deposes and says that:

(1) He is General Manager, of  
RDH Site & Concrete, LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

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

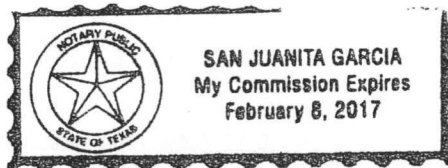
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain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

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

(Signed) [Signature]  
General Manager  
(Title)

Subscribed and sworn to before me on this 8<sup>th</sup>  
Day of October, 2014

[Signature]  
Title



Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
(610) 617-7900

TEXAS STATUTORY PAYMENT BOND  
(Public Works)

Bond No.: PB11509800580

KNOW ALL MEN BY THESE PRESENTS:

THAT, RDH SITE AND CONCRETE, LLC, 1201 East Moore Road #89, Pharr, TX 78577 (hereinafter called the Principal), as principal, and Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004, a corporation organized and existing under the laws of the State of Pennsylvania, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Hidalgo County, 2812 South Business Highway 281, Edinburg, TX 78539 (hereinafter called the Obligee), in the amount of SEVENTY FIVE THOUSAND FIVE HUNDRED FORTY NINE AND 90/100 Dollars ( \$75,549.90 ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

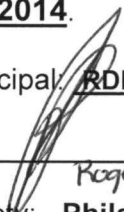
WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 14th day of October, 2014 for Hidalgo County Precinct No. 2 "Equipment and Maintenance Facility - On-Site Civil Improvements Concrete Work", which contract is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14th day of October, 2014.

Principal: RDH SITE AND CONCRETE, LLC

By:   
Rogelio De Hoyos, owner

Surety: Philadelphia Indemnity Insurance Company

By:   
Fred A. Thetford, Jr., Attorney-in-Fact

Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
(610) 617-7900

TEXAS STATUTORY PERFORMANCE BOND  
(Public Works)

Bond No.: PB11509800580

KNOW ALL MEN BY THESE PRESENTS:

THAT, RDH SITE AND CONCRETE, LLC, 1201 East Moore Road #89, Pharr, TX 78577 (hereinafter called the Principal), as principal, and Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004, a corporation organized and existing under the laws of the State of Pennsylvania, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Hidalgo County, 2812 South Business Highway 281, Edinburg, TX 78539 (hereinafter called the Obligee), in the amount of SEVENTY FIVE THOUSAND FIVE HUNDRED FORTY NINE AND 90/100 Dollars ( \$75,549.90 ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 14th day of October, 2014 for Hidalgo County Precinct No. 2 "Equipment and Maintenance Facility - On-Site Civil Improvements Concrete Work", which contract is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14th day of October, 2014.

Principal: RDH SITE AND CONCRETE, LLC

By: Reggie De Hoyos, owner

Surety: Philadelphia Indemnity Insurance Company

By: Fred A. Thetford, Jr.  
Fred A. Thetford, Jr., Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

Bond No: PB11509800580

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young and Fred A. Thetford III, OF CONTRACT BOND AGENCY, LLC IN THE CITY OF FORT WORTH, STATE OF TEXAS.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**:

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

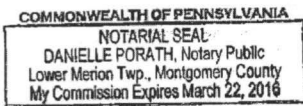
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of October, 20 14.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

## IMPORTANT NOTICE

To obtain information or make a complaint:  
You may call the Surety's toll free telephone  
number for information or to make a  
complaint at:

**1-877-438-7459**

You may also write Philadelphia Indemnity  
Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

You may contact the Texas Department of  
Insurance to obtain information on  
companies, coverage, rights or complaints  
at:

**1-800-252-3439.**

You may write the Texas Department of  
Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should  
you have a dispute concerning your  
premium or about a claim, you should  
contact the Surety first. If the dispute is not  
resolved, you may contact the Texas  
Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**  
This notice is for information only and does  
not become a part or condition of the  
attached document.

## ADVISO IMPORTANTE

Para obtener informacion o para someter una  
queja: Usted puede llamar al numero de  
telefono gratis de para informacion o para  
someter una queja al:

**1-877-438-7459**

Usted tambien puede escribir a Philadelphia  
Indemnity Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

Puede comunicarse con el Departamento de  
Seguros de Texas para obtener information  
acerca de companias, coberturas, derechos  
o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros  
de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O  
RECLAMOS:** Si tiene una disputa  
concerniente a su prima o a un reclamo,  
debe comunicarse con el Surety primero. Si  
no se resuelve la disputa, puede entonces  
comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este  
aviso es solo para proposito de informacion  
y no se convierte en parte o condicion del  
documento adjunto.

## 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, Dianaly De-Hijos, authorized representative for RDH Site & Concrete, 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 Purchasing Department 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 Purchasing Department 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.

[Signature]  
Authorized Representative

10-8-14  
Date

## Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers 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 Purchasing Department's Contract Managers 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**

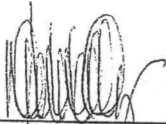
# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, RDH Site & Concrete, LLC, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_
2. Bonds: Yes \_\_\_\_\_
3. Certificates: Yes \_\_\_\_\_
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.



\_\_\_\_\_  
Authorized Signature

10-8-14

\_\_\_\_\_  
Date

RDH Site and Concrete, LLC

\_\_\_\_\_  
Company

1801 E. Main Rd #89

\_\_\_\_\_  
Address

Pharr Texas 78571

\_\_\_\_\_  
City, State, Zip



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>SALAZAR INSURANCE AGENCY</b> 225 W Nolana Mc Allen, TX 78504	CONTACT NAME		
	PHONE (A/C, No, Ext): (956) 631-0004	FAX (A/C, No): (956) 630-3209	
	E-MAIL ADDRESS: dgsalazar@salazarinsuranceagency.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED <b>RDH SITE &amp; CONCRETE LLC</b>  1201 E MOORE RD #89 PHARR, TX 78577 956-502-5426	INSURER A:	<b>ESSEX INSURANCE COMPANY</b>	
	INSURER B:	<b>FARMERS INSURANCE COMPANY</b>	
	INSURER C:	<b>ESSEX INSURANCE COMPANY</b>	
	INSURER D:	<b>TEXAS MUTUAL INS. CO.</b>	
	INSURER E:		
	INSURER F:		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		3DR7643	09/19/14	09/19/15	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		60586-35-31	09/12/14	09/12/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X		XOMS700914	09/19/14	09/19/15	EACH OCCURRENCE \$ 1,000,000
	DED RETENTION \$						AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	0001271097	06/11/2014	06/11/2015	<input checked="" type="checkbox"/> WCSTATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ATTACHEC IS LIST OF UNITS COVERED UNDER COMMERCIAL AUTO POLICY

PROJECT: EQUIPMENT AND MAINTENANCE FACILITY ON SITE CIVIL IMPROVEMENTS CONCRETE WORK.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF HIDALGO  
PRECINCT NO. 2  
1304 S. 25TH. ST.  
EDINBURG, TX. 78541

VIA: nora.cavazos@hchd.org

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**RDH Site and Concrete, LLC**

1201 E. Moore Rd #89,  
Pharr Texas, 78577

TEL 956-502-5426

FAX 956.475.3917

Email dianaly@rdhcompany.com

**Nora D Cavazos**

Administrative Assistant III  
Planning Department

**To Whom it may Concern;**

RDH Site and Concrete, LLC will perform only Concrete Work on the Hidalgo County Precinct 2 "Equipment and Maintenance Facility -On Site Civil Improvements Concrete Work" project. Below is the list of Autos to be used on site with its utility trailers for crew men. No Heavy equipment will be used to perform this project.

Vehicle Year	Vehicle Make	Vehicle Model	Vehicle ID Number
2000	FORD	FCONC. IRE	1FTHF24WXXDA82302
1999	FORD	FCONC. IRE	1FTHF24L9W1110016

Sincerely yours,

**Dianaly De Hoyos**  
**General Manager**  
**RDH Site and Concrete, LLC**

## **GENERAL CONDITIONS OF THE AGREEMENT**

### **1. GENERAL**

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

### **2. REGULATIONS AND DISCREPANCIES**

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

### **3. ENGINEER**

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to County of Hidalgo, Raul E. Sesin, P.E.

### **4. INTERPRETATION OF PHRASES**

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

# Title 29 - LABOR

## Subtitle A - Office of the Secretary of Labor

### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec.
- 3.1 Purpose and scope
  - 3.2 Definitions
  - 3.3 Weekly statement with respect to payment of wages
  - 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
  - 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
  - 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
  - 3.7 Applications for the approval of the Secretary of Labor
  - 3.8 Action by the Secretary of Labor upon applications.
  - 3.9 Prohibited payroll deductions.
  - 3.10 Methods of payment of wages.
  - 3.11 Regulations part of contract.

**AUTHORITY:** The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

**SOURCE:** The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

#### Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization

Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

#### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

#### *Copeland Act Regulations*

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction, " 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or

instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

### Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.  
(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

### *Copeland Act Regulations*

### Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

**Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

*Copeland Act Regulations*

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees. (36 F.R. 9770, May 28, 1971.)

### **Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

### **Section 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the

contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(36 F.R. 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

### *Copeland Act Regulations*

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

#### **Section 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

#### **Section 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

#### **Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

#### **Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.