

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

FOR

HIDALGO COUNTY PRECINCT NO. 1

**SIOUX ROAD
PAVING & DRAINAGE IMPROVEMENTS PROJECT
(from Tower Road to Val Verde Road)**

CONTRACT NO.: C-14-362-10-28



11/07/14

PREPARED BY:

A handwritten signature in black ink, appearing to read "R. E. Sesin", written over the printed name and title.

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



PURCHASING DEPARTMENT
County Of Hidalgo

October 28, 2014

Mr. Humberto Garcia Jr., Member
2GS, LLC
P.O. Box 595
Peñitas, TX 78576

RE: BID NO.: 2014-362-10-15-MSS
Notice of Bid Award for: Hidalgo County Precinct No. 1 –“Sioux Road Paving and Drainage Improvements Project (from Tower Road to Val Verde Road)”.

Dear Mr. Garcia,

Congratulations! This is to notify you that pursuant to action taken at the Commissioners' Court meeting held on October 28, 2014, the Base Bid and Alternates 1 and 2, for the above-mentioned project, were awarded to your company in the total amount of \$740,819.60.

Our next step will be to complete a contract to present to Commissioners' Court for approval. For this purpose, five original copies of the contract will have to be distributed; therefore, we are requesting you to provide Payment and Performance Bonds in five original sealed duplicates dated for October 28, 2014, and your acord certificate of insurance with required coverages.

We need to proceed with this project as soon as possible; therefore, we are requesting for you to contact the project engineer Mr. Raul Sesin, P. E., Hidalgo County Planning Department at 956-318-2840 at your earliest convenient time for additional forms and information required.

We sincerely appreciate your time and interest in submitting bids and we extend an invitation to you on future bids. If you have any questions please call me @ 318-2626 or to my e-mail address moises.salazar@co.hidalgo.tx.us . Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Moises Salazar".

Moises Salazar, Buyer III
Hidalgo County Purchasing Department

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids for: "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road)."

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. 25th St., Edinburg, TX 78539 Phone No. (956) 318-2842.

PRE-BID CONFERENCE is scheduled for **Tuesday, October 07, 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.: 2014-362-10-15-MSS – Hidalgo County Precinct No. 1 – "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road)."** 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 15, 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 23rd day of September, 2014.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

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

Hidalgo County Precinct No. 1
Sioux Road Paving & Drainage Improvements Project
From Tower Road to Val Verde Road
Bid No.: 2014-362-10-15-MSS

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 - 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

**REQUEST FOR
SEALED BIDS (RFB)**

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

Request for Sealed Bids (RFB)	2014-362-10-15-MSS	-HIDALGO COUNTY PRECINCT NO. 1- "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road)."
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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, October 07, 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 15, 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 08, 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 05th 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. 1

**“Sioux Road
Paving & Drainage Improvements Project
(from Tower Road to Val Verde Road”**

RFB NO: 2014-362-10-15-MSS

Acceptance Date: October 15, 2014

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

Project Buyer Contact Information:

Moises Salazar, Buyer III

LEGAL NOTICE

BID NO:2014-362-10-15-MSS

(956) 292-7000 Ext. 4863

moises.salazar@co.hidalgo.tx.us

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1 – SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)"** 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-2014-362-10-15-MSS - HIDALGO COUNTY PRECINCT NO. 1 - SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)"** 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 15, 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 – 2014-362-10-15-MSS - HIDALGO COUNTY PRECINCT NO. 1 – SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)".

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 . 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 08, 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."

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BID NO:2014-362-10-15-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

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submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. 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- 2014-285-07-32-MSS - HIDALGO COUNTY PRECINCT NO. 1 -"SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)"** 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>October 07, 2014</u>
Bid Opening,	3:00 PM	<u>October 15, 2014</u>
Award of Contract		_____, 2014
Commence Work or Deliver Products		_____, 2014

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

LEGAL NOTICE

BID NO:2014-362-10-15-MSS

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. Closner, 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;
 - Be otherwise qualified and eligible to receive an award.

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BID NO:2014-362-10-15-MSS

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.

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BID NO:2014-362-10-15-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.

 COPY

BIDDERS ACKNOWLEDGEMENT
Bid
for
HIDALGO COUNTY PRECINCT NO. 1

"SIOUX ROAD
PAVING & DRAINAGE IMPROVEMENTS PROJECT
(from Tower Road to Val Verde Road)"
BID NO.: 2014-362-10-15-MSS

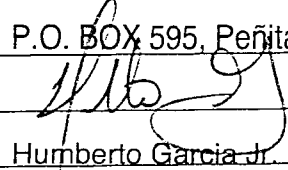
To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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 hercof.

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: 2GS, LLC
Address: P.O. BOX 595, Peñitas, Texas 78576
By: 
Printed Name: Humberto Garcia Jr.
Title: Member

(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: 2GS, LLC

Address: P.O. BOX 595

Peñitas, Texas 78576

Date Organized: January 2012 Date Incorporated: January 2012

Office Number: (956) 424-3414 Fax Number: (956) 683-6149

Number of years in business under present name: 2.5 years

Type of work performed by your company: Paving and Underground Civil

Infrastructure Improvements

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 San Juan

Address: 709 South Nebraska, San Juan, Texas 78589

Ph/Fx Number: (956) 702-6408 Email: ronnie@cruzhogan.net

Scope of Work Description: Paving & Drainage Improvements - 2014 Street Improvements

Date Completed: October 2014 Total Cost: \$863,094

2. Owner: City of McAllen

Address: P.O. Box 220, McAllen, Texas 78505

Ph/Fx Number: (956) 681-1173 Email: rcanterbury@mcallen.net

Scope of Work Description: Paving & Drainage Improvements - Retiree Haven Subd.

Date Completed: June 15, 2014 Total Cost: \$1,784,382.07

3. Owner: La Joya ISD

Address: 201 E. Expressway 83, La Joya, Texas 78560

Ph/Fx Number: (956) 580-8868 Email: d.garza@lajoyaisd.net

Scope of Work Description: Paving & Drainage Improvements

Date Completed: January 17, 2014 Total Cost: \$687,000.00

4. Owner: Hidalgo County Precinct #2

Address: 2802 S. Business Highway 281, Edinburg, Texas 78539

Ph/Fx Number: (956) 318-2626 Email: raul.sesin@co.hidalgo.tx.us

Scope of Work Description: Paving Improvements - McColl Road Overlay & Curb & Gutter

Date Completed: August 30, 2013 Total Cost: \$408,758.00

5. Owner: Hidalgo County Precinct #2

Address: 2802 S. Business Highway 281, Edinburg, Texas 78539

Ph/Fx Number: (956) 318-2626 Email: raul.sesin@co.hidalgo.tx.us

Scope of Work Description: Paving & Drainage Imp. - Little Mexico Subd. & S. Tower Estates

Date Completed: October 30, 2013 Total Cost: \$468,569.70

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

Hidalgo Urban County Program - City of Edcouch Street Improvements - \$188,368

City of Mercedes - Llano Grande Lake Park Resort Waterline Improvements - \$616,073

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.

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 15th day of October, 2014.

2GS, LLC

By [Signature]

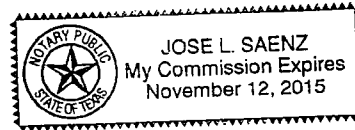
Title Member

Subscribed and sworn to me this 15th day of OCTOBER, 2014.

By: Jose L. Saenz

Notary Public in and for Hidalgo County, Texas

My commission expires 11/12/15



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, OCTOBER15, 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. 1 – Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road).**

Project Number: **2014-362-10-15-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 **100 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 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. 1
PROJECT No. 2014-362-10-15-MSS
SIoux ROAD PAVING AND DRAINAGE IMPROVEMENTS (FROM TOWER ROAD TO VAL VERDE ROAD)
ESTIMATOR: PAUL E. SESIN PE, CFM DATE: 9/19/2014

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	24,865	SY	6" COMPACTED CALICHE (26')	five Dollars	5.35	133,027.75
2	24,865	SY	1.5% LIME TREAT CALICHE BASE	thirty-five Cents	0.75	18,648.75
3	24,865	SY	EXCAVATE, TREAT WITH 2% LIME AND WORK EXISTING ROAD SECTION TO ACHIEVE PROPOSED 26" SUB-BASE	seventy-five Cents	6.80	169,082.00
4	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	six Dollars	500.00	500.00
5	146	LF	12" RGRCP CL III CULVERT PIPE	five hundred Dollars	22.50	3,285.00
6	48	LF	15" RGRCP CL III CULVERT PIPE	thirty-one Dollars	31.00	1,488.00
7	109	LF	18" RGRCP CL III CULVERT PIPE	zero Dollars	39.50	4,305.50
8	610	LF	18" TGRCP CL III CULVERT PIPE	thirty-nine Dollars	39.00	23,790.00
9	128	LF	24" RGRCP CL III STORM DRAIN PIPE	thirty-nine Dollars	47.00	6,016.00
10	108	LF	30" RGRCP CL III STORM DRAIN PIPE	forty-seven Dollars	54.00	5,832.00
11	120	LF	36" RGRCP CL III STORM DRAIN PIPE	fifty-four Dollars	70.00	8,400.00
12	356	LF	TRENCH PROTECTION	seventy Dollars	2.50	890.00
13	356	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	zero Cents	3.00	1,068.00
14	12	EA	SAFETY END TREATMENT FOR 18" PIPE	one thousand two hundred eighty-five Dollars	1,285.00	15,420.00
15	3	EA	SAFETY END TREATMENT FOR 24" PIPE	zero Cents	1,650.00	4,950.00
16	2	EA	TYPE "C-C" INLET	one thousand six hundred fifty Dollars	3,500.00	7,000.00
17	149	CY	PIPE ENDWALL WITH CONCRETE RIP-RAP	three thousand five hundred Dollars	85.00	12,665.00
18	2,081	SY	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	eighty-five Dollars	15.00	31,215.00
19	362	SY	4" CONCRETE DRIVEWAYS	zero Cents	34.00	12,308.00
20	18,300	LF	REGRADE ROADSIDE DITCH	thirty-four Dollars	2.00	32,600.00
21	940	CY	COMPACTED DIRT FILL	zero Cents	5.00	4,700.00
22	1	LS	TRAFFIC CONTROL	five thousand five hundred Dollars	5,500.00	5,500.00
23	1	LS	PAVEMENT MARKINGS	twenty-one thousand four hundred sixty-eight Dollars	21,468.00	21,468.00
BASE BID PRICE IN WORDS				BID IN FIGURES		
five hundred twenty-four thousand one hundred fifty-nine Dollars zero				524,159.00		

OPENED
 10/15/14
 3:05 PM
 Witnessed


Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	23,049	SY	2" HMA TYPE "D" (24)	nine Dollars zero Cents	9.00	207,441.00
ADD ALTERNATE #1 BID						
ADD ALTERNATE #1 BID PRICE IN WORDS				two hundred seven thousand four hundred forty-one Dollars zero Cents		
				\$ 207,441.00		

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	23,049	SY	PRIME COAT (MC-30) (0.2 GAL/SY)	forty Dollars zero Cents	0.40	9,219.60
ADD ALTERNATE #2 BID						
ADD ALTERNATE #2 BID PRICE IN WORDS				nine thousand two hundred nineteen Dollars sixty Cents		
				\$ 9,219.60		

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	23,049	SY	BIAXIAL GEOGRID 1200	one thirty Dollars zero Cents	1.30	29,963.70
ADD ALTERNATE #3 BID						
ADD ALTERNATE #3 BID PRICE IN WORDS				twenty-nine thousand nine hundred sixty-three Dollars seventy Cents		
				\$ 29,963.70		

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	128	LF	24" HP POLYPROPYLENE PIPE	forty-five Dollars zero Cents	45.00	5,760.00
2	108	LF	30" HP POLYPROPYLENE PIPE	sixty-five Dollars fifty Cents	65.50	7,074.00
3	120	LF	36" HP POLYPROPYLENE PIPE	eighty Dollars zero Cents	80.00	9,600.00
4	356	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	six Dollars fifty Cents	6.50	2,314.00
ADD ALTERNATE #4 BID PRICE IN WORDS						
				twenty-four thousand seven hundred forty-eight Dollars zero Cents		
				\$ 24,748.00		

OPENED
16/15/14
3:05 pm
Witnessed

[Signature]

TOTAL BID PRICE IN WORDS (BASE BID)		BID IN FIGURES	
five hundred twenty-four thousand one hundred fifty-nine		Dollars	\$ 524,159.00
		Zero Cents	
TOTAL ADD ALTERNATE #1 PRICE IN WORDS		BID IN FIGURES	
two hundred seven thousand four hundred forty-one		Dollars	\$ 207,441.00
		Zero Cents	
TOTAL ADD ALTERNATE #2 PRICE IN WORDS		BID IN FIGURES	
nine thousand two hundred nineteen		Dollars	\$ 9,219.60
		Sixty Cents	
TOTAL ADD ALTERNATE #3 PRICE IN WORDS		BID IN FIGURES	
twenty-nine thousand nine hundred sixty-three		Dollars	\$ 29,963.70
		seventy Cents	
TOTAL ADD ALTERNATE #4 PRICE IN WORDS		BID IN FIGURES	
twenty-four thousand seven hundred forty-eight		Dollars	\$ 24,748.00
		zero Cents	

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

PHONE NUMBER: (956) 424-3414

AUTHORIZED SIGNATURE:

[Signature]

PRINTED NAME: Humberto Garcia Jr.

TITLE: Member

OPENED
 10/15/14
 3:05pm
 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 100 calendar days.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of 5% of Bid _____ Dollars (_____), 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		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

2GS, LLC

Name of Firm

By: [Signature] : 10/15/2014
Signature Date

Member

Title

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

P.O. Box 595, Peñitas, Texas 78576
Address

(Seal, if Bid is by a Corporation)

(956) 424-3414
Telephone Number

Attest: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, 2GS, LLC
as Principal, (hereinafter called the "Principal"), and
Colonial American Casualty and Surety Company
a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the
"Surety") are held and firmly bound unto County of Hidalgo
as Obligee, (hereinafter called the "Obligee"), in the sum of
5% Greatest Amount Bid
Dollars (\$ 5%), 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
Sioux Road Paving & Drainage Improvements Project

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
into 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 14th day of October A.D., 2014
2GS, LLC

[Signature]
Witness

{ [Signature] (SEAL)
Principal
Beto Garcia Member
Title

Colonial American Casualty and Surety Company

[Signature]
Phil Young
Witness

[Signature] (SEAL)
By Andy Alvarez, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Colonial American Casualty and Surety Company
Colonial American Casualty and Surety Company vouches that the language in the document conforms exactly to the language
used in AIA Document A-310, February 1970 Edition.
BID70000TX0101c

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Phil YOUNG, Andy ALVAREZ and Dewey YOUNG, all of San Juan, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of June, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Gerald F. Haley*
Assistant Secretary
Gerald F. Haley

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 26th day of June, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 14th day of October, 2014.



Michael Bond, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-14-362-10-28

This Agreement, entered into this 28th day of October, 2014 by and between **Hidalgo County** (hereinafter called the "OWNER," and, 2GS, LLC (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 1 "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road"

Hereinafter called the project, for the sum of **Seven Hundred Forty Thousand Eight Hundred Nineteen Dollars and sixty cents (\$740,819.60)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Technical Specifications, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **100 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ **250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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.

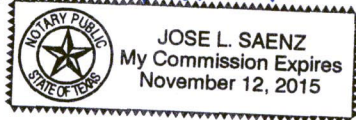
APPROVED BY COMMISSIONERS COURT ON: _____, 2014.

CONTRACTOR: [Signature]
Print Name & Title: Humberto Garcia Jr., Member
Name of Firm: 2GS, LLC
P.O. BOX 595
Address: Peñitas, Texas 78576
(956) 424-3414
Fed I.D. #/SS #: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 7th day of November,
2014, by Humberto Garcia Jr. Of and on behalf of 2GS, LLC
(Title) Member (A corporation)



[Signature]
Notary Public-Signature

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: [Signature]

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

[Signature]
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11-18-14 RD

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas.....)

County of ...Hidalgo.....)

Humberto Garcia Jr., being first duly sworn,
deposes and says that:

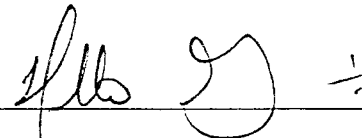
(1) He is Member, of
2GS, LLC, the Bidder that has submitted the attached Bid;

(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.

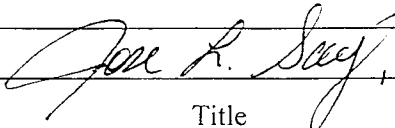
(Signed) 

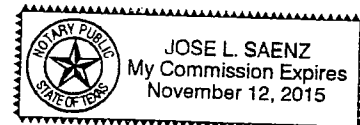
Member

(Title)

Subscribed and sworn to before me on this 15th

Day of October 2014

, NOTARY PUBLIC
Title



PUBLIC WORK
STATUTORY PAYMENT BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE
AS AMENDED BY THE 73rd LEGISLATURE, 1993

Bond No. PRF 9170052

(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, 2GS,LLC P.O. Box 595 Penitas, TX 78576

(Here insert the name and address or legal title of the Contractor)

(hereinafter called the Principal), as Principal,

and Colonial American Casualty and Surety Company

(Here insert the name of the Surety)

a corporation organized and existing under the laws of the State of Maryland, with its principal office in the
City of Owings Mill (hereinafter called the Surety), as Surety, are held and firmly bound unto
Hidalgo County

(Here insert the name of the Oblige)

(hereinafter called the Oblige), in the amount of Seven Hundred Forty Thousand Eight Hundred Nineteen and 60/100**

(Here insert an amount equal to the total contract price)

Dollars (\$ 740,819.60), 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 written contract with the Oblige, dated the 28th day of
October, 2014, to

Hidalgo County Precinct No. 1 Sioux Road Paving and Drainage Improvements Project

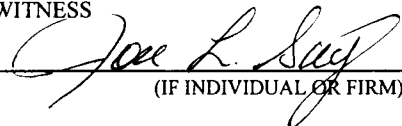
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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 void; otherwise to remain in full force and effect.

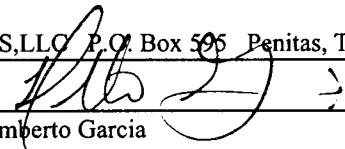
PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas
Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall
be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 28th
day of October, 2014.

WITNESS


(IF INDIVIDUAL OR FIRM)

2GS,LLC P.O. Box 595 Penitas, TX 78576


Humberto Garcia

(SEAL)

ATTEST:

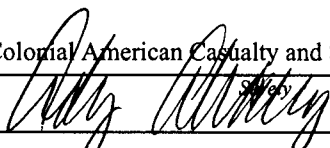
(IF CORPORATION)

_____(SEAL)

_____(SEAL)

Principal

Colonial American Casualty and Surety Company

By  (SEAL)

Andy Alvarez Attorney-in-Fact

Bond No: PRF 9170052

PUBLIC WORK
STATUTORY PERFORMANCE BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS
AMENDED BY THE 73rd LEGISLATURE, 1993

(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, 2GS, LLC P.O. Box 595 Penitas, TX 78576

(Here insert the name and address or legal title of the Contractor)

(hereinafter called the Principal), as Principal, and
Colonial American Casualty and Surety Company

(Here insert the name of the Surety)

a corporation organized and existing under the laws of the State of Maryland, with its principal office in the City of Owings Mills
(hereafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County

(Here insert the name of the Obligee)

(hereinafter called the Obligee), in the amount of Seven Hundred Forty Thousand Eight Hundred Nineteen and 60/100***

(Here insert an amount equal to the total contract price)

Dollars (\$ 740,819.60), 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.

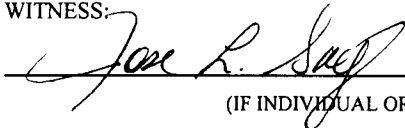
WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 28th day of October, 2014, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be 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 as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond shall be determined in accordance with the provisions 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 28th day of October, 2014

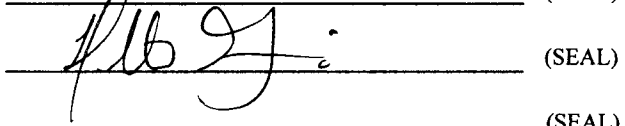
WITNESS:


(IF INDIVIDUAL OR FIRM)

ATTEST:

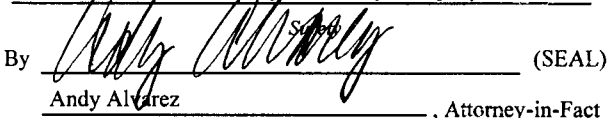
(IF CORPORATION)

2GS, LLC P.O. Box 595 Penitas, TX 78576 (SEAL)

 (SEAL)

Principal (SEAL)

Colonial American Casualty and Surety Company

By  (SEAL)
Andy Alvarez, Attorney-in-Fact