

2812 S. Bus. Hwy 2811  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

## TRANSMITTAL FORM

Today's Date:	<u>02/25/2021</u>	Department:	<u>123 - Commissioner Precinct 3</u>
Contract No.:	<u>C-20-294-02-23</u>	Effective Date:	<u>02/23/2021</u>
Description of Project:	<u>Supplemental Agreement No.1 to C-20-517-10-13</u>		
Awarded Vendor:	<u>REIM Construction, Inc.</u>		
CC Approval on	<u>02/23/2021</u>	AI-	<u>79442</u>

### Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Robert Viña
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Hector Garcia ext. 4857

### **ATTENTION COUNTY CLERK'S OFFICE:**

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page ( Pgs. \_\_\_\_\_ to \_\_\_\_\_ )
- Exhibit C – Certificate of Liability Insurance
- Other: Legal Approval

Cont. Purchasing-Pct.1 Agenda

18 B.1

Professional Engineering Services Agreement (C-20-516-10-13) to provide General Management, Coordination, Road Infrastructure Assessment and Report Compilation for year 2020 for Precinct No.1.

2. AI-79635 Acceptance and approval of Work Authorization No. 1 with an estimated cost of \$19,668.64 as submitted by Raba Kistner, Inc. through On-Call Professional Engineering Services Agreement (C-20-215-06-16) - Construction Materials & Geotechnical Testing Services for the Mile 5 1/2 West (M10-M11 1/2) Road Project in Precinct No.1.

C. Pct. 2

1. AI-79678 Requesting authority to enter into a lease agreement approximately (4 weeks/ 5 day week/ 8 hour day) for a Loader and Grapple Excavator operators with Big D Tractor through our membership/participation with cooperative purchasing program, PCA-3-170-17 with a total monthly amount of \$ 59,700.00. with authority to increase if necessary subject to complete line item/product and pricing verification by the Purchasing Dept.

D. Pct. 3

1. AI-79677 A. Documentation/record purposes to HCCC that pursuant to provision/article 1.6 [Closure Term] of the Lease Agreement #C-17-017-12-13/E-17-332-12-19 between Hidalgo County [Pct. 3] Jose Ramirez, Jr. for use and known as the Penitas Landfill has terminated as per Texas Commission on Environmental Quality [TCEQ] acceptance of Certification of Final Facility Closure in accordance with the approved closure plan and applicable regulations and is now under the Post-Closure Period as more specifically described in attached supporting documentation with required notices to Lessor sent by lease provisions.

B. Pursuant to First Amendment to Lease of Land [five (5) acres for use as a citizen collection station] #C-18-170-11-20 between Hidalgo County [Pct. 3] and Jose Ramirez, Jr. action to re-activate and continue the original term of three (3) years with an effective date to coincide with final closure of landfill of 02-02-21 with lease payments to commence accordingly.

2. AI-79442 Requesting acceptance and approval of final construction contract [including TXDOT concurrence letter] with REIM Construction, Inc. for "Mile 3 N Project" (from Goodwin Rd to Tom Gill Rd) located in Precinct No. 3, in the amount of \$14,028,648.44 (awarded by HCCC on 01-26-21 AI #79135).

APPROVED

E. Pct. 4

1. AI-79641 Approval of Amendment #3 to C-17-184-06-27, Nassri-Warren Group Architects, Inc. for Design and Construction of Sunflower Park for Hidalgo County Precinct No. 4.

F. Constables

AI-79608 Constable Pct. 3: Approval to purchase two (2) 2021/2022 Chevy Tahoe's through our membership/participation with HGAC Buy Contract No# VE11-20 (exp 10/31/2023) with Caldwell Country Chevrolet in the amount of \$83,391.00 which includes a HGAC fee of \$600.00, through Requisition #427000



Hector Garcia <hector.garcia1@co.hidalgo.tx.us>

**Mile 3 N Road Project - Pct.3**

**Robert Vina** <robert.vina@da.co.hidalgo.tx.us> Mon, Jan 25, 2021 at 4:57 PM  
To: Hector Garcia <hector.garcia1@co.hidalgo.tx.us>  
Cc: "ramirez, josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "garza, victor" <victor.garza@da.co.hidalgo.tx.us>, David Cantu <david.cantu@da.co.hidalgo.tx.us>

Good Afternoon Mr. Rodriguez,  
The Mile 3 N Road Project FM 492 to Tom Gill Rd.) RFB-2020-294 is approved as to form subject to the following recommended modifications to the agreement:

**1. Revise the first paragraph:**

THIS AGREEMENT is made and entered into on the Effective Date as indicated below, by and between County of Hidalgo, Texas ("Owner") and **Contractor Name**, a Texas limited liability Company ("Contractor").

WHEREAS, County's request for responses to notices for Services referenced below (RFB 2020-294) and Contractor's response to the same are incorporated herein for all purposes.

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**2. Revise section 6.02(A) as follows:**

6.02 Progress Payments; Retainage  
A. Owner shall make progress payments on account of the Contract Sum on the basis of Contractor's Applications for Payment ~~on or about the last day of each month~~ in accordance with the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251) during performance of the Work as provided in Paragraphs 6.02 A.1 and 6.02. A.2 below. All such payments will be measured by the schedule of values established based on the number of units completed:

Please let us know if you have any questions.  
Respectfully,

**Robert Viña III**

*Assistant District Attorney*  
Civil Litigation Division

**Office of the Criminal District Attorney**  
Hidalgo County, Texas  
100 E. Cano  
Edinburg, TX 78539  
(956) 292-7609 EXT 8187  
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

\*\*\*\*\*

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO robert.vina@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

\*\*\*\*\*

FILED  
AT 9:30 O'CLOCK A. M.  
MAR 01 2021  
ARTURO GUAJARDO, JR. COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
BY [Signature] DEPUTY

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT  
Mile 3 N Road Project  
C-20-294-02-23**

THIS AGREEMENT is made and entered into on the Effective Date as indicted below, by and between County of Hidalgo, Texas ("Owner") and **REIM Construction, Inc.**, a Texas limited liability Company ("Contractor").

WHEREAS, County's request for responses to notices for Services referenced below (RFB 2020-294) and Contractor's response to the same are incorporated herein for all purposes.

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1-WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a four lane divided curb & gutter urban section that will include grading, asphalt pavement, flexible base, lime treated subgrade, irrigation and culvert structures, storm drain pipes, riprap, signing, delineation, pavement markings, and one bridge class culvert.

**ARTICLE 2- THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

**Mile 3 N Road Project from FM 492 to Tom Gill. Bid No. 2020-294-11-10-HAG.**

**ARTICLE 3- ENGINEER**

3.01 The Project has been designed by **L&G Engineering, Inc., Damien B. Tijerina, P.E., with address at 900 S. Stewart Rd., Suite 5 Mission, Texas 78572**

**ARTICLE 4-CONTRACT TIME**

4.01 Time is of the Essence

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Contract.

4.02 Days to Achieve Substantial Completion

A. The Work will be substantially completed within **480 working days** after the date when the Contract Times commence to run as provided in Item 8L.

#### 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Item 8L. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **One Thousand Two Hundred Dollars (\$1,200.00)** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **One Thousand Two Hundred Dollars (\$1,200.00)** for each day that expires as provided in 5L.15.1.2.

#### ARTICLE 5-CONTRACT SUM

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **Fourteen Million Twenty Eight Thousand Six Hundred Forty Eight Dollars and 44 cents (\$ 14,028,648.44)** in current funds for all Work at the prices stated in Contractor's Bid attached hereto as an exhibit.

#### ARTICLE 6- PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Item 9L. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Sum on the basis of Contractor's Applications for Payment in accordance with the Texas Prompt Payment Act (Tex. Gov't Code ch.2251) during performance of the Work as provided in Paragraphs 6.02 A.1 and 6.02. A.2 below. All such payments will be measured by the schedule of values established based on the number of units completed:

1. Prior to Substantial Completion. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Item 9L:

- a. 95 percent of Work completed (with the balance being retainage) and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Item 9L.

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Item 9L, Owner shall pay the remainder of the Contract Sum as recommended by Engineer.

### ARTICLE 7-CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents agreeing to the terms and conditions contained within,
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work,
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work,
- D. Contractor is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents,
- E. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents,
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor,
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work, and
- H. Under Section 231.006, Family Code, Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this

contract may be terminated and payment may be withheld if this certification is inaccurate.

## ARTICLE 8-CONTRACT DOCUMENTS

### 8.01 Contents

A. The Contract Documents consist of the following:

1. General Conditions (Item 1L through Item 9L);
2. This Agreement (pages 1 to 6, inclusive);
3. Performance bond (pages 1 to 3, inclusive);
4. Payment bond (pages 1 to 3, inclusive);
5. Specifications as listed in the table of contents of the Project Manual;
6. Drawings consisting of sheets numbered 1 to 467, with each sheet bearing the following general title: Mile 3 N Road Project Hidalgo County, Texas;
7. Addenda (numbers \_\_\_ to \_\_\_, inclusive);
8. Exhibits to this Agreement (enumerated as follows):
  - a. Required Contract Provisions for all Federal-Aid-Construction Contracts (Form FHWA Form 1273);
  - b. Contractor's Assurance regarding Subcontract Provisions;
  - c. Contractor's Bid Form including Unit Pricing Form (7 pages)
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
  - a. Notice to Proceed
  - b. Work Change Directives
  - c. Change Order(s)

B. The documents listed in Paragraph 8.01. A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in 1L. 3.37 of the General Conditions.

## ARTICLE 9-MISCELLANEOUS

### 9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the Items IL-9L.

### 9.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 9.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 9.05 Notice

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Contractor: REIM Construction, Inc.  
9612 Stewart Rd, Mission, Texas 78573  
City, State Zip Code

If to County: County of Hidalgo  
Attention: County Judge Richard F. Cortez  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

With copy to: Commissioner, Precinct 3  
Attention: Everardo "Ever" Villarreal  
724 North Breyfogle  
Mission, Texas 78572


IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2021, (which is the Effective Date of the Agreement).

APPROVED BY HIDALGO COUNTY COMMISSIONERS COURT ON 2/23/21, 2021.

ATTEST:

By: Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk



OWNER:

County of Hidalgo, Texas  
By: Richard F. Cortez  
Richard F. Cortez, County Judge

APPROVED AS TO FORM:  
Hidalgo County Office of the Criminal  
District Attorney

By: \_\_\_\_\_  
Robert Viña III, Assist. D.A.

CONTRACTOR:

Name  
By: Angel P. Roman  
Title: President

APPROVED BY  
COMMISSIONERS' COURT  
ON: 2/23/21



## RFB SUBMITTAL CHECKLIST

### HIDALGO COUNTY REQUEST FOR BIDS

**"Mile 3 N Project in Hidalgo County Precinct No. 3"**

RFB No: 2020-294-11-10-HAG

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- DBE Commitments TxDot Form SMS.4901 ( bid opening or within 5 calendar days after bid opening)
  - Legal Notice (11 pages)
  - Exhibit "B"
  - Exhibit "C" - Insurance & Project Acknowledgement forms
  - Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)
  - Exhibit "E" - Vendor Bidder Applications and IRS form W-9
  - Exhibit "F" - Certification Regarding Debarment
  - Exhibit "H" – Required Contract Clauses for Contracts Under Federal Award
  - SAMS.gov Registration - Acknowledgement [www.sam.gov](http://www.sam.gov)
  - One (1) Original, One (1) Copy and One (1) CD/USB in PDF format (see number 2 of Legal Notice)
- 
-



## **Disadvantaged Business Enterprise Program**

This certifies that the following listed firm is certified as a **DBE**  
in accordance with 49 Code of Federal Regulations Part 26

***Reim Construction, Inc. (VN: 29127)***

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month. Current certification information will be listed in the Texas Unified Certification Program (TUCP) Directory located at <https://txdot.txdotcms.com>

April 9, 2018

Date Issued

A handwritten signature in blue ink, appearing to read "MD Bryant".

Michael D. Bryant  
Director  
Civil Rights Division



## Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS.4901  
(Rev. 8/2007)  
(GSD-EPC)  
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the  
Texas Department of Transportation for the subject project.

<b>Project #:</b>		<b>County:</b> HIDALGO		<b>Contract-CSJ:</b> 0921-02-321	
<b>Items of work to be performed* (attach a list of work items if more room is required):</b>					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
466-6210	WINGWALL	LB	\$0.145	2,040.00	295.80
530-6004	DRIVEWAYS (CONC	LB	\$0.145	19,960.00	2,894.20
<b>TOTAL</b>					<b>\$3,190.00</b>

**IMPORTANT: The signatures of the prime contractor and the DBE,  
and the total commitment amount must always be on the same page.**

<b>Prime Contractor:</b> REIM Construction, Inc.	Name/Title (please print): Miguel A. Ramos, President
Address: 9612 N. Stewart Rd. Mission, TX 78573	Signature:
Phone: 956-580-2675      Fax: 956-580-4032	
E-mail: Miguelr@reimconstruction.com	
<b>DBE: Certified Placers, LLC</b>	Name/Title (please print):
Vendor No.: 21719	Jose Castillo / Owner
Address: P.O. Box 367 La Feria, TX 78559	Signature:
Phone: 956-525-3806      Fax:	Date: 11-12-20
E-mail:	
<b>Subcontractor (if the DBE will be a second tier sub):</b>	Name/Title (please print):
Address:	Signature:
Phone:      Fax:	Date:
E-mail:	

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Business Opportunity Programs Office, using this basic format.



## Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS.4901  
(Rev. 8/2007)  
(GSD-EPC)  
Page 1 of 1

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<b>Items of work to be performed* (attach a list of work items if more room is required):</b>					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
432-6045	P RAP (MOW STRI	CY	361.00	101.00	36,461.00
531-6004	CURB RAMP TY 1	EA	2,050.00	4.00	8,200.00
531-6008	CURB RAMP TY 5	EA	2,600.00	5.00	13,000.00
531-6010	CURB RAMP TY 7	EA	2,750.00	4.00	11,000.00
531-6013	CURB RAMP TY 10	EA	3,175.00	19.00	60,325.00
164-6027	ELL FBR MLCH PER	SY	.32	96,763.00	30,964.16
164-6029	ELL FBR MLCH TEM	SY	.22	96,763.00	21,287.86
168-6001	GETATIVE WATERI	MG	32.00	1,000.00	32,000.00
169-6004	SOIL RET BLANK	SY	1.65	1,015.00	1,674.75
				<b>TOTAL</b>	<b>214,912.77</b>

**IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.**

<b>Prime Contractor:</b> RFIM Construction, Inc.	Name/Title (please print): Miguel A. Ramos, President
Address: 9612 N. Stewart Rd. Mission, TX 78573	Signature:
Phone: 956-580-2675 Fax: 956-580-4032	
E-mail: Miquelr@reimconstruction.com	
<b>DBE: DS Texas Icon</b>	Name/Title (please print):
Vendor No.: 922353	VANGIE DELEON Estimator
Address: P.O. Box 2720 Edinburg, TX 78540	Signature:
Phone: 956-460-1290 Fax: 956-223-4146	Date: 11-13-20
E-mail:	
<b>Subcontractor (if the DBE will be a second tier sub):</b>	Name/Title (please print):
Address:	Signature:
Phone: Fax:	Date:
E-mail:	

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[Contact/Help](#)

[Print Form](#)





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<b>Items of work to be performed* (attach a list of work items if more room is required):</b>					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
432-6045	RIP RAP (MOW STRIP)(4	EA	149.50	340	50,830.00
432-6002	RIP RAP (CON)(5IN	EA	149.50	12	1,794.00
529-6031	TTER (VALLEY GU	EA	149.50	3	448.50
530-6004	DRIVEWAY (CONC	EA	6.22	1660	10,325.20
531-6001	ONC SIDEWALK (4	EA	149.50	260	38,870.00
432-6001	IPRAP (CONC)(4 IN	EA	255.00	20	5,100.00
432-6002	IPRAP (CONC)(5 IN	EA	255.00	1	255.00
459-6029	C CURB&GUTTER (	EA	255.00	7	1,785.00
530-6004	DRIVEWAYS (CONC	EA	255.00	2	510.00
<b>TOTAL</b>					<b>109,917.70</b>

**IMPORTANT: The signatures of the prime contractor and the DBE,  
and the total commitment amount must always be on the same page.**

<b>Prime Contractor:</b> REIM Construction, Inc.		Name/Title (please print): Miquel A. Ramos, President	
Address: 9612 N. Stewart Rd. Mission TX 78573		Signature: 	
Phone: 956-580-2675	Fax: 956-580-4032		
E-mail: Miquelr@reimconstruction.com			
<b>DBE:</b> GC Steel & Accessories, LLC		Name/Title (please print): Jose Castillo, Owner	
Vendor No.:		Signature: 	
Address: 1300 N. Rahb Rd. La Feria TX 78559			
Phone: 956-797-5200	Fax: 956-797-1600		
E-mail:		Date: 11-12-20	
<b>Subcontractor (if the DBE will be a second tier sub):</b>		Name/Title (please print):	
Address:		Signature:	
Phone:	Fax:		
E-mail:			
		Date:	

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

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Print Form



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Form SMS.4901  
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<b>Items of work to be performed* (attach a list of work items if more room is required):</b>					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
502-2001	ICADE, SIGNS, TR	LS	30,000.00	1.00	30,000.00
502-2001	S, SIGNS, TRAFFIC	EA	2,575.00	24.00	61,800.00
540-6001	BEAM GD FEN (TIM	LF	19.75	2,318.00	45,780.00
540-6014	SHORT RADIUS	LF	32.00	94.00	3,008.00
540-6016	REAM ANCHOR TI	EA	1,200.00	8.00	9,600.00
540-6001	DRAIL END TREAT	EA	2,350.0	8.00	18,800.00
560-6011	MAILBOX INSTALL	EA	200.00	16.00	3,200.00
560-6021	MAILBOX INSTALL I	EA	275.00	2.00	550.00
560-6027	IN SM RD SN SUP	EA	550.00	64.00	35,200.00
<b>TOTAL</b>					<b>207,938.00</b>

**IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.**

<b>Prime Contractor:</b> REIM Construction, Inc.	Name/Title (please print): Miguel A. Ramos, President
Address: 9612 N. Stewart Rd. Mission, TX 78573	Signature:
Phone: 956-580-2675      Fax: 956-580-4032	
E-mail: Miquelr@reimconstruction.com	
<b>DBE:</b> Highway Barricades and Services, LLC	Name/Title (please print):
Vendor No.: 22177	MITRA KHAN / PRESIDENT
Address: P.O. Box 9104 Corpus Christi, TX 78469	Signature:
Phone: 361-883-6300      Fax: 361-883-6301	Date: 11/12/20
E-mail:	
<b>Subcontractor (if the DBE will be a second tier sub):</b>	Name/Title (please print):
Address:	Signature:
Phone:	
E-mail:	Date:

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Contact/Help

Print Form



## Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS.4901  
(Rev. 8/2007)  
(GSD-EPC)  
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:		County: HIDALGO	Contract-CSJ: 0921-02-321		
Items of work to be performed* (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
662 6004	WK ZN PAV MRK NON	LF	0.38	47391.00	18,008.58
662 6016	WK ZN PAV MRK NON	LF	12.00	160.00	1,920.00
662 6017	WK ZN PAV MRK NON	EA	175.00	7.00	1,225.00
662 6034	WK ZN PAV MRK NON	LF	0.38	57409.00	21,815.42
662 6063	WK ZN PAV MRK NON	LF	0.45	3828.00	1,722.60
662 6094	WK ZN PAV MRK NON	LF	2.00	48.00	96.00
662 6095	WK ZN PAV MRK NON	LF	0.45	5043.00	2,269.35
662 6102	WK ZN PAV MRK NON	LF	12.00	320.00	3,840.00
666 6036	REFL PAV MRK TY I (W)8"	LF	0.80	8377.00	6,701.60
TOTAL					57,598.55

**IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.**

<b>Prime Contractor:</b> REIM Construction	Name/Title (please print): Miguel A. Ramos / President
Address: 9612 N. Stewart Rd Mission TX, 78573	Signature:
Phone: (956)580-2675      Fax:	
E-mail: miguelr@reimconstruction.com	Date: 11/12/2020
<b>DBE:</b> Highway Barricades and Services, L.L.C.	Name/Title (please print): MITRA KHAN / PRESIDENT
Vendor No.: 22177	Signature:
Address: P.O. Box 9104 Corpus Christi, Texas, 78469	
Phone: (361)883-6300      Fax: (361)883-6301	Date: 11/13/20
E-mail:	
<b>Subcontractor (if the DBE will be a second tier sub):</b>	Name/Title (please print):
Address:	Signature:
Phone:      Fax:	
E-mail:	Date:

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Form SMS.4901  
(Rev. 8/2007)  
(GSD-EPC)  
Page 1 of 1

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Project #:		County: <b>HIDALGO</b>		Contract-CSJ: <b>0921-02-321</b>	
Items of work to be performed* (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
666 6042	REFL PAV MRK TY I (W)12"	LF	1.20	1664.00	1,996.80
666 6048	REFL PAV MRK TY I (W)24"	LF	12.00	646.00	7,752.00
666 6147	REFL PAV MRK TY I (Y)24"	LF	12.25	158.00	1,935.50
666 6300	RE PM W/RET REQ TYI (W)4"	LF	0.35	8130.00	2,845.50
666 6312	RE PM W/RET REQ TYI (Y)4"	LF	0.35	6010.00	2,103.50
666 6315	RE PM W/RET REQ TY I (Y)4"	LF	0.34	44151.00	15,011.34
668 6019	PREFAB PAV MRK TY B (W)	EA	175.00	70.00	12,250.00
668 6020	PREFAB PAV MRK TY B (W)	EA	350.00	4.00	1,400.00
668 6027	PREFAB PAV MRK TY B (W)	EA	225.00	50.00	11,250.00
<b>TOTAL</b>					<b>56,544.64</b>
<b>IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.</b>					
<b>Prime Contractor:</b> <b>REIM Construction</b>			Name/Title (please print): <b>Miguel A. Ramos / President</b>		
Address: <b>9612 N. Stewart Rd Mission TX, 78573</b>			Signature:		
Phone: <b>(956)580-2675</b>		Fax:			
E-mail: <b>miguelf@reimconstruction.com</b>			Date: <b>11/12/2020</b>		
<b>DBE:</b> Highway Barricades and Services, L.L.C.			Name/Title (please print): <b>MITRA KHAN / PRESIDENT</b>		
Vendor No.: <b>22177</b>			Signature:		
Address: <b>P.O. Box 9104 Corpus Christi, Texas, 78469</b>					
Phone: <b>(361)883-6300</b>		Fax: <b>(361)883-6301</b>	Date: <b>11/13/20</b>		
E-mail:			Name/Title (please print):		
<b>Subcontractor (if the DBE will be a second tier sub):</b>			Signature:		
Address:			Date:		
Phone:		Fax:			
E-mail:					

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## Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS.4901  
(Rev. 8/2007)  
(GSD-EPC)  
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:		County: <b>HIDALGO</b>		Contract-CSJ: <b>0921-02-321</b>	
Items of work to be performed* (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
672 6007	REFL PAV MRKR TY I-C	EA	3.50	832.00	2,912.00
672 6009	REFL PAV MRKR TY II-A-A	EA	3.50	1620.00	5,670.00
677 6001	ELIM EXT PAV MRK & MRKS	LF	0.50	6892.00	3,446.00
677 6007	ELIM EXT PAV MRK & MRKS	LF	3.00	96.00	288.00
644 6030	IN SM RD SN SUP&AM TYS	EA	725.00	26.00	18,850.00
644 6076	REMOVE SM RD SN SUP&AM	EA	75.00	51.00	3,825.00
658 6049	IN STL OM ASSM (OM-22)	EA	85.00	6.00	510.00
658 6062	IN STL DEL ASSM (D-SW)	EA	22.00	65.00	1,430.00
<b>TOTAL</b>					<b>36,931.00</b>
<b>IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.</b>					
Prime Contractor: <b>REIM Construction</b>			Name/Title (please print): <b>Miguel A. Ramos / President</b>		
Address: <b>9612 N. Stewart Rd Mission TX, 78573</b>			Signature:		
Phone: <b>(956)580-2675</b>		Fax:	Date: <b>11/12/2020</b>		
E-mail: <b>miguelp@reimconstruction.com</b>			Name/Title (please print): <b>MITRA KHAN / PRESIDENT</b>		
DBE: <b>Highway Barricades and Services, L.L.C.</b>			Signature:		
Vendor No.: <b>22177</b>			Date: <b>11/13/20</b>		
Address: <b>P.O. Box 9104 Corpus Christi, Texas, 78469</b>			Name/Title (please print):		
Phone: <b>(361)883-6300</b>		Fax: <b>(361)883-6301</b>	Signature:		
E-mail:			Date:		
Subcontractor (if the DBE will be a second tier sub):			Name/Title (please print):		
Address:			Signature:		
Phone:		Fax:	Date:		
E-mail:			Date:		

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Form SMS.4901  
(Rev. 8/2007)  
(GSD-EPC)  
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:		County: HIDALGO		Contract-CSJ: 0921-02-321	
Items of work to be performed* (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
465 6029	INLET (COMP) (PCU) (3FT)	EA	1,950.00	19.00	37,050.00
465 6030	INLET (COMP) (PCU) (3FT)	EA	2,280.00	6.00	13,680.00
465 6031	INLET (COMP) (PCU) (3FT)	EA	2,360.00	9.00	21,240.00
465 6032	INLET (COMP) (PCU) (3FT)	EA	2,700.00	23.00	62,100.00
465 6033	INLET (COMP) (PCU) (4FT)	EA	2,470.00	3.00	7,410.00
465 6034	INLET (COMP) (PCU) (4FT)	EA	3,070.00	1	3,070.00
465 6036	INLET (COMP) (PCU) (4FT)	EA	3,380.00	3.00	10,140.00
465 6037	INLET (COMP) (PCU) (5FT)	EA	4,170.00	8.00	33,360.00
465 6038	INLET (COMP) (PCU) (5FT)	EA	5,180.00	1.00	5,180.00
TOTAL					193,230.00
<b>IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.</b>					
Prime Contractor: REIM Construction			Name/Title (please print): Miguel A. Ramos / President		
Address: 9612 N. Stewart Rd Mission TX, 78573			Signature:		
Phone: (956)580-2675		Fax:	Date: 11/12/2020		
E-mail: miguelr@reimconstruction.com			Name/Title (please print): Lisa Carlos		
DBE: L&R PRECAST CONCRETE WORKS, INC.			Signature:		
Vendor No.: 963			Date: 11/13/2020		
Address: 3807 BENTSEN PALM DR.			Name/Title (please print):		
Phone: (956)583-6293		Fax: (956)424-1099	Signature:		
E-mail:			Date:		
Subcontractor (if the DBE will be a second tier sub):			Name/Title (please print):		
Address:			Signature:		
Phone:		Fax:	Date:		
E-mail:			Date:		

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Texas Department of Transportation for the subject project.

<b>Project #:</b>		<b>County: HIDALGO</b>		<b>Contract-CSJ: 0921-02-321</b>	
<b>Items of work to be performed* (attach a list of work items if more room is required):</b>					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
465 6039	INLET (COMP) (PCU) (SFT)	EA	4,160.00	2.00	8,320.00
465 6040	INLET (COMP) (PCU) (SFT)	EA	4,450.00	8.00	35,600.00
465 6041	INLET (COMP) (PCU) (SFT)	EA	4,280.00	5.00	21,400.00
465 6043	INLET (COMP) (PCU) (SFT)	EA	5,330.00	4.00	21,320.00
465 6044	INLET (COMP) (PCU) (SFT)	EA	5,060.00	6.00	30,360.00
465 6070	INLET (COMPL) (PSL) (RC)	EA	1,380.00	1.00	1,380.00
465 6072	INLET (COMPL) (PSL) (RC)	EA	2,520.00	9.00	22,680.00
465 6074	INLET (COMPL) (PSL) (RC)	EA	3,960.00	1.00	3,960.00
465 6075	INLET (COMPL) (PSL) (RC)	EA	4,610.00	4.00	18,440.00
<b>TOTAL</b>					<b>163,460.00</b>

**IMPORTANT: The signatures of the prime contractor and the DBE,  
and the total commitment amount must always be on the same page.**

<b>Prime Contractor:</b> REIM Construction	Name/Title (please print): Miguel A. Ramos / President
Address: 9612 N. Stewart Rd Mission TX, 78573	Signature:
Phone: (956)580-2675      Fax:	
E-mail: miguelr@reimconstruction.com	
<b>DBE:</b> L&R PRECAST CONCRETE WORKS, INC.	Name/Title (please print):
Vendor No.: 963	
Address: 3807 BENTSEN PALM DR.	Signature:
Phone: (956)583-6293      Fax: (956)424-1099	Date: 11/13/20
E-mail:	Name/Title (please print):
<b>Subcontractor (if the DBE will be a second tier sub):</b>	Signature:
Address:	Phone:
Phone:	Fax:
E-mail:	Date:

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Page 1 of 1

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Project #:		County: HIDALGO		Contract-CSJ: 0921-02-321	
Items of work to be performed* (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
465 6076	INLET (COMPL) (PSL) (RC)	EA	4,600.00	1.00	4,600.00
465 6077	INLET (COMPL) (PSL) (RC)	EA	9,630.00	5.00	48,150.00
465 6126	INLET (COMPL) (PSL) (FG)	EA	1,500.00	8.00	12,000.00
TOTAL					64,750.00
<b>IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.</b>					
Prime Contractor: REIM Construction			Name/Title (please print): Miguel A. Ramos / President		
Address: 9612 N. Stewart Rd Mission TX, 78573			Signature:		
Phone: (956)580-2675		Fax: _____			
E-mail: miguelr@reimconstruction.com			Date: 11/12/2020		
DBE: L&R PRECAST CONCRETE WORKS, INC.			Name/Title (please print): Lisa Carlos		
Vendor No.: 963			Signature:		
Address: 3807 BENTSEN PALM DR.			Date: 11/13/20		
Phone: (956)583-6293		Fax: (956)424-1099			
E-mail: _____			Name/Title (please print): _____		
Subcontractor (if the DBE will be a second tier sub):			Signature: _____		
Address: _____			Date: _____		
Phone: _____		Fax: _____			
E-mail: _____					

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<b>Project #:</b>		<b>County: HIDALGO</b>		<b>Contract-CSJ: 0921-02-321</b>	
<b>Items of work to be performed* (attach a list of work items if more room is required):</b>					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
<b>341 6038</b>	D-GR HMA TY-D SAC-A PG64	TON	84.50	24,535.00	2,073,207.50
<b>TOTAL</b>					<b>2,073,207.50</b>
<b>IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.</b>					
<b>Prime Contractor:</b> REIM Construction			Name/Title (please print): <b>Miguel A. Ramos / President</b>		
Address: <b>9612 N. Stewart Rd Mission, TX, 78573</b>			Signature:		
Phone: <b>(956)580-2675</b>		Fax: <b>(956)580-4032</b>			
E-mail: <b>miguelp@reimconstruction.com</b>			Date: <b>11/13/2020</b>		
<b>DBE:</b> REIM Construction, Inc.			Name/Title (please print):		
Vendor No.:			Signature:		
Address: <b>9612 N. Stewart Rd Mission, TX, 78573</b>			Date:		
Phone: <b>(956)580-2675</b>		Fax: <b>(956)580-4032</b>			
E-mail:			Name/Title (please print):		
<b>Subcontractor (if the DBE will be a second tier sub):</b>			Signature:		
Address:			Date:		
Phone:		Fax:			
E-mail:			Name/Title (please print):		

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Bond Number EACX4002618

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF Texas

COUNTY OF Hidalgo

KNOW ALL MEN BY THESE PRESENTS: That we (1) REIM Construction, Inc, A (2) corporation, hereinafter called Principal and (3) Endurance Assurance Corporation of Purchase, New York, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County of Edinburg, TX, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of \*\* (\$ 14,028,648.44 ) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

\*\* fourteen million twenty eight thousand six hundred forty eight and 44/100

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) Hidalgo County, the Owner, dated the        day of       , A.D. 200  , a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT # 3 Mile 3 N Road Project

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specification accompanying the same shall in any way affect its obligation on this bond, and it docs hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, and this the 4th day of February . A.D., 2021 .

ATTEST:

[Signature]  
(Principal Secretary)

(Seal)

[Signature]  
Witness as to Principal

9612 N. Stewart Rd., Mission, TX 78573  
(Address)

Principal [Signature]  
By \_\_\_\_\_

(Address) 9612 N. Stewart Rd.  
Mission, TX 78573

Telephone Number: 956.580.2675

Endurance Assurance Coproration  
Surety

ATTEST:

[Signature]  
XXXXXXXXXXXXXXXXXXXX witness

(Seal)

[Signature]  
Witness as to Surety  
all

10101 Reunion Place Suite 100, San Antonio, TX 78216  
(Address)

By [Signature]

(Address) 4 Manhattanville Road  
Purchase, NY 10577

NOTE: If Contractor is partnership  
Partners should execute bond

Telephone Number: 210.697.2230

PAYMENT BOND FORM

\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

Reim Construction, Inc  
(Corporate Principal)

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: 956.580.2675  
BY \_\_\_\_\_

Yvonne Yvette Garcia  
ATTEST: \_\_\_\_\_

9612 N. Stewart Rd.  
Mission, TX 78573

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Yvonne Yvette Garcia, certify that I am the Corporate Secretary of the corporation named as Principal in the within bond; that Miguel A. Ramos, who signed the said bond on behalf of the Principal was then President of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Secretary  
(TITLE)  
DATE 02-08-2021

Yvonne Yvette Garcia  
(AFFIX CORPORATE SEAL)

Telephone Number: 956-580-2675

The rate of premium on this bond is Various per thousand. Total amount of premium charge \$ 121,120.00.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for Surety Company must be attached.)

**PERFORMANCE BOND**

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF Texas

COUNTY OF Hidalgo

KNOW ALL MEN BY THESE PRESENTS: That we (1) Reim Construction, Inc, a (2) corporation of Mission, TX 78573, hereinafter called Principal and (3) Endurance Assurance Coporation of Purchase, State of New York, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County, Texas of fourteen-million twenty eight thousand six hundred forty eight and 44/100 (\$ 14,028,648.44 ) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) Hidalgo County, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 Mile 3 N Road Project**  
Hereinafter called the "Work").

---

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the

same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, and this the 4th day of February, 2021 . A.D.

ATTEST:

*Wade J. Lewis*  
(Principal) Secretary

(Seal)

*Shy Davis*  
Witness as to Principal

9612 N. Stewart Rd., Mission, TX 78573

(Address)

Principal *Amir R. Roman*

By \_\_\_\_\_

9612 N. Stewart Rd.  
(Address) Mission, TX 78573

Telephone Number: 956.580.2675

ATTEST:

*Paula Balle*  
~~XXXXXXXXXXXXXXXXXXXX~~ Witness

(Seal)

*Lisa Ortiz*  
Witness as to Surety

10101 Reunion Place Suite 100, San Antonio, TX 78216

(Address)

Endurance Assurance Corporation

By *Deby A. Hub*

(Address) 4 Manhattanville Road, Purchase, NY 10577

Telephone Number: 210.697.2230

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

\_\_\_\_\_  
(Address)  
Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)  
\_\_\_\_\_  
(Business Address)  
Telephone Number: \_\_\_\_\_

Reim Construction, Inc  
(Corporate Principal)

9612 N. Stewart Rd.  
Mission, TX 78573  
(Business Address) (Affix Corporate SEAL)  
Telephone Number: 956.580.2675  
BY: *Miguel A. Rames*

*Yadira Yvette Garcia*  
ATTEST:

\_\_\_\_\_  
(Business Address) (Affix Corporate SEAL)  
BY \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Yadira Yvette Garcia, certify that I am the Corporate Secretary of the corporation named as Principal in the within bond; that Miguel A. Rames who signed the said bond on behalf of the Principal was then President of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

Secretary  
(TITLE)  
DATE 02-08-2021

*Yadira Yvette Garcia*  
(AFFIX CORPORATE SEAL)

Telephone Number: 956-580-2075

The rate of premium on this bond is Various per thousand. Total amount of premium charge \$ 121,120.00.  
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for Surety Company must be attached.)

ENDURANCE ASSURANCE CORPORATION

11151

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Andrew Addison, Michael D. Hendrickson, Bryan K. Moore, Patricia Ann Lyttle, Betty J. Reeh its true and lawful Attorney(s)-in-fact, at SAN ANTONIO in the State of TX and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 17th day of MAY of 2019 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert, Senior Vice President

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims, Senior Vice President

STATE OF NEW YORK ss: MANHATTAN COUNTY OF NEW YORK

On the 17th day of MAY of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal) QUALIFIED IN NEW YORK COUNTY

Nicholas James Benenati, Notary Public

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK ss: MANHATTAN COUNTY OF NEW YORK

CERTIFICATE

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And he it further:

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17th day of Feb, 2019

(Corporate Seal)

Christopher Donelan, President

## Policyholder Notice

### TEXAS - IMPORTANT NOTICE

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

**1-877-676-7575**

You may write the Company at:

**Endurance Assurance Corporation**  
**Attention: Surety**  
**1221 Avenue of the Americas, 18th Floor**  
**New York, NY 10020**

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

**1-800-252-3439**

You may write the

Texas Department of Insurance  
PO Box 149104  
Austin, TX 78714-9104  
FAX# (512) 490-1007

**Web:** <http://www.tdi.texas.gov>

**E-mail:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a  
dispute concerning your premium or about a claim  
you should contact the company 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.

### AVISO IMPORTANTE

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

**1-877-676-7575**

Usted tambien puede escribir a:

**Endurance Assurance Corporation**  
**Attention: Surety**  
**1221 Avenue of the Americas, 18th Floor**  
**New York, NY 10020**

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

**1-800-252-3439**

Puede escribir al

Departamento de Seguros de Texas  
PO Box 149104  
Austin, TX 78714-9104  
FAX# (512) 475-1771

**Web:** <http://www.tdi.texas.gov>

**E-mail:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene  
una disputa concerniente a su prima o a un  
reclamo, debe comunicarse con la compania  
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.

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, REIM Construction, Inc.

9612 Stewart Rd, Mission, Texas 78573

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the Endurance Assurance Corporation

of 4 Manhattanville Road, Purchase, NY 10577, a corporation duly organized under  
the laws of the State of Delaware, as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County Precinct #3 as Obligee, hereinafter called the Obligee,  
in the sum of \*\*\* FIVE PERCENT OF TOTAL AMOUNT BID BY PRINCIPAL \*\*\*

Dollars ( 5% TAB ) , 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 \_\_\_\_\_  
Mile 3 N. Road Project from Tom Gill to FM 492 Bid No. 2020-294-11-10-HAG

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 10th day of November, 2020

[Signature]  
\_\_\_\_\_  
Witness

REIM Construction, Inc. (Seal)  
Principal  
[Signature] President  
Title

[Signature]  
\_\_\_\_\_  
Witness

Endurance Assurance Corporation  
By [Signature]  
Betty J. Reeh Attorney-in-Fact

ENDURANCE AMERICAN INSURANCE COMPANY

11151

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 1221 Avenue of the Americas, 18th Floor, New York, NY 10020, has made, constituted and appointed and by these presents, does make, constitute and appoint Andrew Addison, Michael D. Hendrickson, Bryan K. Moore, Patricia Ann Lyttle, Betty J. Reeh its true and lawful Attorney(s)-in-fact, at SAN ANTONIO in the State of TX and each of them to have full power to act without the other or others, to make, execute, seal and deliver on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary. This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 17th day of May, 2019 at New York, New York.

(Corporate Seal) ATTEST RICHARD M. APPEL, SENIOR VICE PRESIDENT

ENDURANCE AMERICAN INSURANCE COMPANY By BRIAN BEGGS, EXECUTIVE VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN COUNTY OF WESTCHESTER

On the 17th day of May, 2019 before me personally came BRIAN BEGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in NEW YORK, NEW YORK that (s)he is a EXECUTIVE VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal) STATE OF NEW YORK ss: MANHATTAN COUNTY OF NEW YORK I, CHRISTOPHER SPARRO the PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

C E R T I F I C A T E

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

RICHARD M. APPEL, BRIAN BEGGS

And be it further RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of November 2020.

(Corporate Seal) CHRISTOPHER SPARRO, PRESIDENT

## Policyholder Notice

### TEXAS - IMPORTANT NOTICE

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

**1-877-676-7575**

You may write the Company at:

**Endurance Assurance Corporation**  
**Attention: Surety**  
**1221 Avenue of the Americas, 18th Floor**  
**New York, NY 10020**

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**1-800-252-3439**

You may write the

Texas Department of Insurance  
PO Box 149104  
Austin, TX 78714-9104  
FAX# (512) 490-1007

**Web:** <http://www.tdi.texas.gov>

**E-mail:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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Departamento de Seguros de Texas  
PO Box 149104  
Austin, TX 78714-9104  
FAX# (512) 475-1771

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**E-mail:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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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.



**REQUEST FOR BIDS (RFB)**

**HIDALGO COUNTY**

(Including all funding sources, programs, and entities)

**"Mile 3 N Road Project"**

**RFB No: 2020-294-11-10-HAG**

**Acceptance Due Date: November 10, 2020**

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

**Project Contract Specialist Contact Information:**

Hector A. Garcia, Contract Manager  
(956) 318-2626  
[hector.garcia@co.hidalgo.tx.us](mailto:hector.garcia@co.hidalgo.tx.us)

Form HCPD-04

1. Sealed bids will be received for "**Hidalgo County Precinct 3** (Including all funding sources, programs, and entities) "**MILE 3 N ROAD PROJECT**", in accordance with the requirements attached hereto as Exhibit "A". The bid should address all requirements set forth.
2. **One (1) original** (pages *one-sided* – clearly marked **ORIGINAL**), **one (1) copy** of all bids and **one (1) CD/USB in PDF** format are required with the bidder's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFB: 2020-294-11-10-HAG Hidalgo County** (Including all funding sources, programs, and entities) "**MILE 3 N ROAD PROJECT**", and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 3:00 P.M., WEDNESDAY, November 10, 2020.**

**NO FACSIMILES, EMAILS, OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 AND/OR PACKAGE IN REFERENCE TO BID.**

Additionally, all forms listed below must be properly executed and included with your RFB:

1. Legal Notice (See **page 11**);
  2. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
  3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
  4. Vendor Bidder Application, W-9, & HUB/DBE (See **Exhibit "E"**);
  5. Certification Regarding Debarment (See **Exhibit "F"**);
  6. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit "H"**);
  7. Proposer's Affidavit (See **Exhibit "J"**); and
  8. SAMS.gov Registration Acknowledgement (See **Number 17** below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all bids submitted. Receipt of any bid shall under no circumstances obligate County to accept the lowest dollar bid. The award of this contract shall be made to the responsible bidder whose bid is determined to be the best bid, taking into consideration the relative importance of price and other factors as herein set forth.
  4. Failure of the delivered item 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 an 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 respondent shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
  6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are

required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalog numbers and any necessary references.

7. Bid prices are to remain firm for a minimum of ninety (90) days after the bid opening.
8. County reserves the right to accept or reject any or all bids.
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 Bid. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. Costs are to be net F.O.B., County Prepaid.
11. The 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 figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. 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.

13. **DELIVERY INSTRUCTIONS:**

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

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

14. **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 and Contract number (if any);
  - d) Notation - "**Hidalgo County** (Including all funding sources, programs, and entities) **RFB: 2020-294-11-10-HAG "MILE 3 N ROAD PROJECT", and**
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**

Postal/Mailing 2808 S. Business Hwy. 281  
 Edinburg, Texas 78539  
 956-318-2511

**15. SCHEDULE OF EVENTS:**

<b>Bid Opening, 3:00 P.M.</b>	<u>November 10, 2020</u>
Award of Contract:	<u>2021</u>
Commence Work or Deliver Products:	<u>2021</u>

**16. HIDALGO COUNTY HOLIDAYS:**

2020 YEAR	
New Year's Day	01/01/20
Martin Luther King Day	01/20/20
President's Day	02/17/20
Good Friday	04/10/20
Memorial Day	05/25/20
Independence Day	07/04/20
Labor Day	09/07/20
Columbus Day	10/12/20
Veteran's Day	11/11/20
Thanksgiving Day	11/26/20-11/27/20
Christmas Day	12/24/20-12/25/20
New Year's Eve	12/31/20

**17. BID, PAYMENT, OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

The County may, and if mandated by statute, shall require a bid bond, a performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

- 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.
- In the event the contract exceeds Fifty Thousand Dollars (\$50,000.00), the bidder shall furnish a payment bond and a performance bond to the County for the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.
- 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 performance bond for a contract in excess of One Hundred Thousand Dollars (\$100,000.00) and *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.
- All participants 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 45 CFR Part 76. Register at SAMs System for Award Management

**18. TITLE VI NOTICE/ NONDISCRIMINATION:**

- a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices "A" through "E" are hereby attached as **Exhibit "G"**. The County's entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices "A" through "E" expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
  - "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award".
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices "A" through "E", to which it is obligated to provide or submit as part of the bid.
  - If applicable, Form FHWA 1273 – "*Required Contract Provisions Federal-Aid Construction Contracts*", must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit "F"**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

**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.
- Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

**• 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. "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 negotiation with a vendor which has been specifically authorized by the governing body.

**20. DISCLOSURE OF CONFLICT OF INTEREST:**

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 the statement to be filed. The disclosure requirement applies to a person or business that 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 respondent fails to comply with the 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**If applicable, completed Form CIQ must be submitted 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295):**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB No. 2020-294-11-10-HAG** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to [hector.garcia@co.hidalgo.tx.us](mailto:hector.garcia@co.hidalgo.tx.us). Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**<https://www.ethics.state.tx.us/tec/1295-Info.htm>**

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22. Proposal 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 the bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- 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; and
  - 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 bidders, 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 (30) days 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. County reserves the right to terminate the contract immediately in the event of breach or default by a successful bidder, or 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 requirements.
27. **INDEMNIFICATION: 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 in the execution of, or performance under, any contract which may result from bid award or 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. The successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bid shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful bidder within two (2) business days at no expense to County. Items that are 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 items' nonconformity.
29. 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.
30. The successful respondent 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.
31. **CONTRACTS SUBJECT TO FEDERAL AWARD:**
  - The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's

requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). As such, **if applicable**, the provisions of the Hidalgo County Purchasing Policy, the procurement standards found in 2 CFR, Part 200, and the provisions of Appendix II to 2 CFR 200, and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.

- In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
- **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy) "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes.

### 32. **HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:**

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (See **Exhibit "E"** for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

- 33. **TEX. GOVT. CODE 2270 – BOYCOTT ISRAEL VERIFICATION:** Effective September 1, 2017, the Texas Government Code was amended to require state agencies and political subdivisions to obtain written verification from the Company that their Company (i) does NOT boycott Israel and (ii) will not boycott Israel during the life of this contract, agreement or purchase order (herein after referred to as "Contract"). By accepting this contract, the Company verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code §2270.001(1) and §808.001(1), as amended. The County cannot execute a contract for goods or services without this declaration.
- 34. Bidders must provide all applicable documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

**BIDDERS ACKNOWLEDGEMENT**  
 Bid for  
**HIDALGO COUNTY**  
**“Mile 3 N Road Project from FM 492 to Tom Gill”**  
**BID NO.: 2020-294-11-10-HAG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
 Hidalgo County Purchasing Department  
 100 E. Cano, 4<sup>th</sup> Floor - Administration Building  
 Edinburg, Texas 78539

US Postal Mail/Courier Address  
 2812 S Business Hwy 281  
 Edinburg, Texas 78539

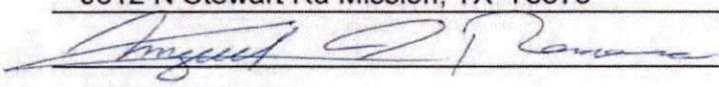
Physical Location:  
 2802 S Business Hwy 281(Southeast of Canton Rd &  
 Business Hwy 281), Edinburg, TX 78539

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 Checklist 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: REIM Construction, Inc.  
 Address: 9612 N Stewart Rd Mission, TX 78573  
 By:   
 Printed Name: Miguel A. Ramos  
 Title: President

## INFORMATION FOR BIDDERS

### 1. Receipt and Opening of Bids

The Hidalgo County Pct # 3 (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 November 10, 2020 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 # 3 Mile 3 N Road Project (From Tom Gill to FM 492 ).

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 90 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 (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 award 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): Mile 3 N Road Project (From Tom Gill to FM 492).

#### 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 480 Working Days "Standard Workweek" thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$ 1200.00 Dollars 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 addressed to **Mr. Damien B. Tijerina, P.E. at L&G Engineers, 900 S. Stewart Rd., Ste. 5, Mission, Tx. 78572, email address dtijerina@lgengineers.com**

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 specification 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. 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**

**16. 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. 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.
2. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
3. 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
4. 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.
5. 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.
6. 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.
7. Prospective bidders should make a careful examination of the projects sites.
8. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.
9. No open trenches or excavation shall be left open overnight.

# " SEE ATTACHED "

## HIDALGO COUNTY PRECINCT #3

### Mile 3 N Road Project

#### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID, attached hereto and  
hereby made a part hereof to enter into a contract in writing for the  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

# PROPOSAL TO HIDALGO COUNTY

## Mile 3 N Road Project

### Bid No. 2020-294-11-10-HAG

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in **480 Working Days** and will be accepted when fully completed and finished to the satisfaction of the Engineer or designee.


Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit union made payable to **Hidalgo County** in the amount of **5% of the Bidder's Total Bid**.

A bid bond may be used as the required proposal guaranty. The bond form included in this bid proposal book may be detached from the proposal for completion. The proposal book may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

By signing this proposal the bidder certifies:

1. The only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. In the event of the award of a contract, the organization represented will secure payment and performance bonds for the full amount of the contract.
3. The signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and that they have full and signatory authority to submit this bid on behalf of their firm.
4. That the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.
5. That the bid prices contained in the proposed have been carefully checked and are submitted as correct and final.
6. See Section **"CERTIFICATIONS BY PROPOSAL SIGNATURE"** for additional certifications made by signing this proposal.

Signed:\*\*

(1)  (2) \_\_\_\_\_ (3) \_\_\_\_\_

Print Name:

(1) Miguel A. Ramos (2) \_\_\_\_\_ (3) \_\_\_\_\_

Title:

(1) President (2) \_\_\_\_\_ (3) \_\_\_\_\_

Company:

(1) REIM Construction, Inc. (2) \_\_\_\_\_ (3) \_\_\_\_\_

Signatures shall comply with Item 2 of the specifications.

\*\*Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

\*When the working days field contains an asterisk (\*) refer to the Special Provisions and General Notes.

The bidder proposes and agrees to perform all work of whatever nature required, in strict accordance with the drawings and specifications, for the following sum of prices, to which:

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the Contract Drawings.

It is understood that **Hidalgo County** reserves the right to reject any and all bids and to waive any minor informality received in the bids.

In the event of the award of a Contract to the Company named above, the Company will furnish a Performance Bond and a Payment Bond for the full amount of the Contract and a Certificate of Insurance, secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance to guarantee payment of all lawful claim for labor performed and materials furnished in the fulfillment of the Contract, and to guarantee the Bidder is covered by insurance as required by the Contract Documents.

### OFFICIAL TOTAL BID AMOUNT

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or Hidalgo County.

It is further agreed that the official total bid amount for this proposal will be determined by multiplying the unit bid prices WRITTEN IN WORDS for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

**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 than estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid. 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.*

Unit prices must be submitted in accordance with Item 2L of the Standard Specifications or Special Provision to Item 2L FOR EACH ITEM LISTED in this proposal and with the following: For each item listed in the Bid Proposal Sheets, write in a unit bid price in words and in figures in the spaces provided. Also, write in the extended amount (Item Cost) in figures for each item listed in the Bid Proposal Sheets by multiplying the unit bid price by its respective estimated quantity.

\$ 14,028,648.44

Official Total Bid Amount

Mile 3 North Road Reconstruction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
100	6002		PREPARING ROW <u>TWO HUNDRED FIFTY FOUR</u> and <u>NO</u>	STA DOLLARS CENTS	179.83	<u>\$254.00</u>	<u>\$45,676.82</u>
104	6009		REMOVING CONC (RIPRAP) <u>TWELVE</u> and <u>TWENTY FIVE</u>	SY DOLLARS CENTS	551.00	<u>\$12.25</u>	<u>\$6,749.75</u>
104	6017		REMOVING CONC (DRIVEWAYS) <u>ELEVEN</u> and <u>TWENTY FIVE</u>	SY DOLLARS CENTS	1,889.00	<u>\$11.25</u>	<u>\$21,251.25</u>
104	6022		REMOVING CONC (CURB AND GUTTER) <u>FOUR</u> and <u>FIFTY</u>	LF DOLLARS CENTS	217.00	<u>\$4.50</u>	<u>\$976.50</u>
104	6028		REMOVING CONC (MISC) <u>FOURTEEN</u> and <u>TWENTY FIVE</u>	SY DOLLARS CENTS	147.00	<u>\$14.25</u>	<u>\$2,094.75</u>
110	6001		EXCAVATION (ROADWAY) <u>THREE</u> and <u>NINETY FIVE</u>	CY DOLLARS CENTS	113,548.00	<u>\$3.95</u>	<u>\$448,514.60</u>
132	6006		EMBANKMENT (FINAL)(DENS CONT)(TY C) <u>FOUR</u> and <u>TWENTY FIVE</u>	CY DOLLARS CENTS	48,821.00	<u>\$4.25</u>	<u>\$207,489.25</u>
160	6005		FURNISHING AND PLACING TOPSOIL <u>FORTY</u> and <u>SEVENTY FIVE</u>	CY DOLLARS CENTS	50.00	<u>\$40.75</u>	<u>\$2,037.50</u>
164	6027		CELL FBR MLCH SEED(PERM)(URBAN)(CLAY) <u>NO</u> and <u>THIRTY FIVE</u>	SY DOLLARS CENTS	96,763.00	<u>\$.35</u>	<u>\$33,867.05</u>
164	6029		CELL FBR MLCH SEED(TEMP)(WARM) <u>NO</u> and <u>THIRTY FIVE</u>	SY DOLLARS CENTS	96,763.00	<u>\$.35</u>	<u>\$33,867.05</u>
168	6001		VEGETATIVE WATERING <u>THIRTY FIVE</u> and <u>SEVENTY FIVE</u>	MIG DOLLARS CENTS	1,000.00	<u>\$35.75</u>	<u>\$35,750.00</u>
169	6004		SOIL RETENTION BLANKETS <u>ONE</u> and <u>EIGHTY FIVE</u>	SY DOLLARS CENTS	1,015.00	<u>\$1.85</u>	<u>\$1,877.75</u>

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204	6003		SPRINKLING (DUST CONTROL) <u>TWENTY</u> and <u>NO</u>	DOLLARS CENTS	MG 839.00	<u>\$20.00</u>	<u>\$16,780.00</u>
247	6225		FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) <u>TWENTY SEVEN</u> and <u>TWENTY FIVE</u>	DOLLARS CENTS	CY 36,263.00	<u>\$27.25</u>	<u>\$988,166.75</u>
251	6229		REWORK BS MATL(TY B)(9.5")(DC)(ORG POS) <u>FOUR</u> and <u>FIFTY</u>	DOLLARS CENTS	CY 6,200.00	<u>\$4.50</u>	<u>\$27,900.00</u>
260	6011		LIME TRT (EXST MATL) (12") <u>ONE</u> and <u>NINETY</u>	DOLLARS CENTS	SY 155,514.00	<u>\$1.90</u>	<u>\$295,476.00</u>
260	6016		LIME (HYD, COM, OR QK(SLURRY)) <u>TWO HUNDRED FIFTEEN</u> and <u>NO</u>	DOLLARS CENTS	TON 3,752.00	<u>\$215.00</u>	<u>\$806,680.00</u>
260	6054		LIME TRT (NEW BASE)(10") <u>ONE</u> and <u>EIGHTY</u>	DOLLARS CENTS	SY 151,383.00	<u>\$1.80</u>	<u>\$272,489.40</u>
310	6009		PRIME COAT (MC-30) <u>FOUR</u> and <u>FIFTEEN</u>	DOLLARS CENTS	GAL 37,861.00	<u>\$4.15</u>	<u>\$157,123.15</u>
341	6038		D-GR HMA TY-D SAC-A PG64-22 <u>EIGHTY FOUR</u> and <u>FIFTY</u>	DOLLARS CENTS	TON 24,535.00	<u>\$84.50</u>	<u>\$2,073,207.50</u>
354	6051		PLANE ASPH CONC PAV (0" TO 1 1/2") <u>TEN</u> and <u>SEVENTY FIVE</u>	DOLLARS CENTS	SY 141.00	<u>\$10.75</u>	<u>\$1,515.75</u>
400	6005		CEM STABIL BKFL <u>FIFTY SIX</u> and <u>FIFTY</u>	DOLLARS CENTS	CY 1,684.00	<u>\$56.50</u>	<u>\$95,146.00</u>
400	6006		CUT & RESTORING PAV <u>THIRTY TWO</u> and <u>FIFTY</u>	DOLLARS CENTS	SY 463.00	<u>\$32.50</u>	<u>\$15,047.50</u>
400	6010	1A	STRUCT EXCAV (SPECIAL) <u>FIFTY FOUR</u> and <u>NO</u>	DOLLARS CENTS	CY 3,001.00	<u>\$54.00</u>	<u>\$162,054.00</u>

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400	6011		SAND BACKFILL <u>SEVENTEEN</u> and <u>TWENTY FIVE</u>	DOLLARS CENTS	CY 15,184.00	\$17.25	\$261,924.00
402	6001		TRENCH EXCAVATION PROTECTION <u>TWO</u> and <u>NO</u>	DOLLARS CENTS	LF 20,808.00	\$2.00	\$41,616.00
403	6001		TEMPORARY SPL SHORING <u>TWENTY NINE</u> and <u>NO</u>	DOLLARS CENTS	SF 880.00	\$29.00	\$25,520.00
416	6032		DRILL SHAFT (TRF SIG POLE) (36 IN) <u>THREE HUNDRED FORTY SIX</u> and <u>NO</u>	DOLLARS CENTS	LF 182.00	\$346.00	\$62,972.00
420	6144		CLASS 5 CONC UTILITY PROTECTION PADDING <u>THREE HUNDRED THIRTY SIX</u> and <u>NO</u>	DOLLARS CENTS	CY 16.00	\$336.00	\$5,376.00
432	6001		RIPRAP (CONC)(4 IN) <u>THREE HUNDRED SEVENTY SIX</u> and <u>NO</u>	DOLLARS CENTS	CY 2,377.00	\$376.00	\$893,752.00
432	6002		RIPRAP (CONC)(5 IN) <u>THREE HUNDRED SIXTY FIVE</u> and <u>NO</u>	DOLLARS CENTS	CY 94.00	\$365.00	\$34,310.00
432	6045		RIPRAP (MOW STRIP)(4 IN) <u>FOUR HUNDRED TWO</u> and <u>NO</u>	DOLLARS CENTS	CY 101.00	\$402.00	\$40,602.00
462	6040		CONC BOX CULV (12 FT X 4 FT) <u>EIGHT HUNDRED FIVE</u> and <u>NO</u>	DOLLARS CENTS	LF 220.00	\$805.00	\$177,100.00
464	6038		RC PIPE (CL III)(18 IN)(SPL) <u>FORTY TWO</u> and <u>TWENTY FIVE</u>	DOLLARS CENTS	LF 4,959.00	\$42.25	\$209,517.75

Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
464	6039	1A	RC PIPE (CL III)(24 IN)(SPL) and FIFTY TWO NO	LF	2,803.00	\$52.00	\$145,756.00
464	6040	1A	RC PIPE (CL III)(30 IN)(SPL) and SEVENTY TWO NO	LF	2,323.00	\$72.00	\$167,256.00
464	6041	1A	RC PIPE (CL III)(36 IN)(SPL) and NINETY FOUR FIFTY	LF	2,473.00	\$94.50	\$233,698.50
464	6042	1A	RC PIPE (CL III)(42 IN)(SPL) and ONE HUNDRED TWENTY FIVE NO	LF	1,095.00	\$125.00	\$136,875.00
464	6044	1A	RC PIPE (CL III)(54 IN)(SPL) and ONE HUNDRED SIXTY FIVE NO	LF	1,423.00	\$165.00	\$234,795.00
464	6062		RC PIPE (CL IV)(36 IN)(SPL) and ONE HUNDRED FIVE NO	LF	879.00	\$105.00	\$92,295.00
464	6063		RC PIPE (CL IV)(42 IN)(SPL) and ONE HUNDRED TWENTY SEVEN NO	LF	2,014.00	\$127.00	\$255,778.00
464	6064		RC PIPE (CL IV)(60 IN)(SPL) and TWO HUNDRED TWENTY FIVE NO	LF	1,836.00	\$225.00	\$413,100.00
464	6072		RC PIPE (CL IV)(48 IN)(SPL) and ONE HUNDRED FIFTY SIX NO	LF	1,095.00	\$156.00	\$170,820.00
464	6073		RC PIPE (CL IV)(54 IN)(SPL) and ONE HUNDRED EIGHTY TWO NO	LF	1,886.00	\$182.00	\$343,252.00
465	6029		INLET (COMPL)(PCU)(3FT)(NONE) and THREE THOUSAND ONE HUNDRED FORTY NO	EA	19.00	\$3,140.00	\$59,660.00
465	6030		INLET (COMPL)(PCU)(3FT)(LEFT) and THREE THOUSAND SIX HUNDRED EIGHTY NO	EA	6.00	\$3,680.00	\$22,080.00

Mile 3 North Road Reconstruction Project

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465	6031		INLET (COMPL)(PCU)(3FT)(RIGHT) <u>THREE THOUSAND SEVEN HUNDRED EIGHTY</u> DOLLARS and <u>NO</u> CENTS	EA	9.00	<u>\$3,780.00</u>	<u>\$34,020.00</u>
465	6032		INLET (COMPL)(PCU)(3FT)(BOTH) <u>FOUR THOUSAND THREE HUNDRED THIRTY</u> DOLLARS and <u>NO</u> CENTS	EA	23.00	<u>\$4,330.00</u>	<u>\$99,590.00</u>
465	6033		INLET (COMPL)(PCU)(4FT)(NONE) <u>THREE THOUSAND EIGHT HUNDRED TEN</u> DOLLARS and <u>NO</u> CENTS	EA	3.00	<u>\$3,810.00</u>	<u>\$11,430.00</u>
465	6034		INLET (COMPL)(PCU)(4FT)(LEFT) <u>FOUR THOUSAND SIX HUNDRED SEVENTY</u> DOLLARS and <u>NO</u> CENTS	EA	1.00	<u>\$4,670.00</u>	<u>\$4,670.00</u>
465	6036		INLET (COMPL)(PCU)(4FT)(BOTH) <u>FIVE THOUSAND TWO HUNDRED SIXTY</u> DOLLARS and <u>NO</u> CENTS	EA	3.00	<u>\$5,260.00</u>	<u>\$15,780.00</u>
465	6037		INLET (COMPL)(PCU)(5FT)(NONE) <u>SIX THOUSAND SEVENTY</u> DOLLARS and <u>NO</u> CENTS	EA	8.00	<u>\$6,070.00</u>	<u>\$48,560.00</u>
465	6038		INLET (COMPL)(PCU)(5FT)(LEFT) <u>SEVEN THOUSAND THREE HUNDRED THIRTY</u> DOLLARS and <u>NO</u> CENTS	EA	1.00	<u>\$7,330.00</u>	<u>\$7,330.00</u>
465	6039		INLET (COMPL)(PCU)(5FT)(RIGHT) <u>SIX THOUSAND FIFTY</u> DOLLARS and <u>NO</u> CENTS	EA	2.00	<u>\$6,050.00</u>	<u>\$12,100.00</u>
465	6040		INLET (COMPL)(PCU)(5FT)(BOTH) <u>SIX THOUSAND FOUR HUNDRED FORTY</u> DOLLARS and <u>NO</u> CENTS	EA	8.00	<u>\$6,440.00</u>	<u>\$51,520.00</u>
465	6041		INLET (COMPL)(PCU)(6FT)(NONE) <u>SIX THOUSAND TWO HUNDRED TEN</u> DOLLARS and <u>NO</u> CENTS	EA	5.00	<u>\$6,210.00</u>	<u>\$31,050.00</u>
465	6043		INLET (COMPL)(PCU)(6FT)(RIGHT) <u>SEVEN THOUSAND FIVE HUNDRED FIFTY</u> DOLLARS and <u>NO</u> CENTS	EA	4.00	<u>\$7,550.00</u>	<u>\$30,200.00</u>
465	6044		INLET (COMPL)(PCU)(6FT)(BOTH) <u>SEVEN THOUSAND THREE HUNDRED EIGHTY</u> DOLLARS and <u>NO</u> CENTS	EA	6.00	<u>\$7,380.00</u>	<u>\$44,280.00</u>

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465	6070		EA	1.00	\$2,340.00	\$2,340.00
					INLET (COMPL)(PSL)(RC)(3FTX3FT)	100 THOUSAND THREE HUNDRED FORTY
						and
						CENTS
						DOLLARS
						FOUR THOUSAND TWENTY
						and
						CENTS
						DOLLARS
						INLET (COMPL)(PSL)(RC)(3FTX5FT)
465	6072		EA	9.00	\$4,020.00	\$36,180.00
						and
						CENTS
						DOLLARS
						FOUR THOUSAND TWENTY
						and
						CENTS
						DOLLARS
						INLET (COMPL)(PSL)(RC)(3FTX5FT)
465	6074		EA	1.00	\$5,830.00	\$5,830.00
						and
						CENTS
						DOLLARS
						FIVE THOUSAND EIGHT HUNDRED THIRTY
						and
						CENTS
						DOLLARS
						INLET (COMPL)(PSL)(RC)(5FTX6FT)
465	6075		EA	4.00	\$6,640.00	\$26,560.00
						and
						CENTS
						DOLLARS
						SIX THOUSAND SIX HUNDRED FORTY
						and
						CENTS
						DOLLARS
						INLET (COMPL)(PSL)(RC)(6FTX6FT)
465	6076		EA	1.00	\$6,800.00	\$6,800.00
						and
						CENTS
						DOLLARS
						SIX THOUSAND EIGHT HUNDRED
						and
						CENTS
						DOLLARS
						THIRTEEN THOUSAND FOUR HUNDRED
						and
						CENTS
						DOLLARS
						INLET (COMPL)(PSL)(RC)(8FTX8FT)
465	6077		EA	5.00	\$13,400.00	\$67,000.00
						and
						CENTS
						DOLLARS
						FOUR THOUSAND FOUR HUNDRED TEN
						and
						CENTS
						DOLLARS
						INLET (COMPL)(PSL)(RC)(3FTX3FT)
465	6126		EA	8.00	\$2,510.00	\$20,080.00
						and
						CENTS
						DOLLARS
						FOUR THOUSAND FIVE HUNDRED TEN
						and
						CENTS
						DOLLARS
						WINGWALL (SW - 0) (HW=7 FT)
466	6210		EA	2.00	\$9,790.00	\$19,580.00
						and
						CENTS
						DOLLARS
						NINE THOUSAND SEVEN HUNDRED NINETY
						and
						CENTS
						DOLLARS
						REMOVE STR (INLET)
496	6002		EA	2.00	\$250.00	\$500.00
						and
						CENTS
						DOLLARS
						TWO HUNDRED FIFTY
						and
						CENTS
						DOLLARS
						REMOVE STR (SET)
496	6004		EA	12.00	\$215.00	\$2,580.00
						and
						CENTS
						DOLLARS
						TWO HUNDRED FIFTEEN
						and
						CENTS
						DOLLARS
						REMOVE STR (WINGWALL)
496	6005		EA	2.00	\$1,890.00	\$3,780.00
						and
						CENTS
						DOLLARS
						ONE THOUSAND EIGHT HUNDRED NINETY
						and
						CENTS
						DOLLARS
						REMOVE STR (PIPE)
496	6007		LF	1,313.00	\$2.00	\$3,413.80
						and
						CENTS
						DOLLARS
						TWO
						and
						CENTS

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496	6008		REMOV STR (BOX CULVERT) FORTY ONE and FIFTY	LF	68.00	\$41.50	\$2,822.00
500	6001		MOBILIZATION SIX HUNDRED THOUSAND and NO	LS	1.00	\$600,000.00	\$600,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING FOUR THOUSAND SIX HUNDRED and NO	MO	24.00	\$4,600.00	\$110,400.00
506	6021		CONSTRUCTION EXITS (INSTALL) (TY 2) SEVEN and FIFTY	SY	468.00	\$7.50	\$3,510.00
506	6024		CONSTRUCTION EXITS (REMOVE) TWO and TWENTY FIVE	SY	468.00	\$2.25	\$1,053.00
506	6038		TEMP SEDMT CONT FENCE (INSTALL) TWO and FIFTY FIVE	LF	6,476.00	\$2.55	\$16,513.00
506	6039		TEMP SEDMT CONT FENCE (REMOVE) ONE and FIVE	LF	6,476.00	\$1.05	\$6,799.00
506	6041		BIODEG EROSN CONT LOGS (INSTL) (12") FIVE and FORTY	LF	1,980.00	\$5.40	\$10,692.00
506	6043		BIODEG EROSN CONT LOGS (REMOVE) ONE and FIFTEEN	LF	1,980.00	\$1.15	\$2,277.00
508	6001		CONSTRUCTING DETOURS TWENTY and NO	SY	24,349.00	\$20.00	\$486,980.00
512	6009		PORT CTB (FUR & INST)(LOW PROF)(TY 1) THIRTY TWO and SEVENTY FIVE	LF	1,620.00	\$32.75	\$53,055.00

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512	6010		PORT CTB (FUR & INST)(LOW PROF)(TY 2) <u>TWENTY SEVEN</u> and <u>TWENTY FIVE</u>	LF	160.00	<u>\$27.25</u>	<u>\$4,360.00</u>
			DOLLARS				
			CENTS				
512	6033		PORT CTB (MOVE)(LOW PROF)(TY 1) <u>FIVE</u> and <u>FIFTY</u>	LF	180.00	<u>\$5.50</u>	<u>\$990.00</u>
			DOLLARS				
			CENTS				
512	6034		PORT CTB (MOVE)(LOW PROF)(TY 2) <u>FIVE</u> and <u>FIFTY</u>	LF	40.00	<u>\$5.50</u>	<u>\$220.00</u>
			DOLLARS				
			CENTS				
512	6057		PORT CTB (REMOVE)(LOW PROF)(TY 1) <u>EIGHT</u> and <u>FIFTY</u>	LF	1,620.00	<u>\$8.50</u>	<u>\$13,770.00</u>
			DOLLARS				
			CENTS				
512	6058		PORT CTB (REMOVE)(LOW PROF)(TY 2) <u>EIGHT</u> and <u>FIFTY</u>	LF	160.00	<u>\$8.50</u>	<u>\$1,360.00</u>
			DOLLARS				
			CENTS				
529	6029		CONC CURB & GUTTER (TY A) <u>TWELVE</u> and <u>SEVENTY FIVE</u>	LF	35,195.00	<u>\$12.75</u>	<u>\$448,736.25</u>
			DOLLARS				
			CENTS				
529	6031		CONC CURB & GUTTER (VALLEY GUTTER)(48") <u>THIRTY SEVEN</u> and <u>FIFTY</u>	LF	456.00	<u>\$37.50</u>	<u>\$17,100.00</u>
			DOLLARS				
			CENTS				
529	9998		CONC CURB & GUTTER (TY A)(MOD) <u>TEN</u> and <u>SEVENTY FIVE</u>	LF	430.00	<u>\$10.75</u>	<u>\$4,622.50</u>
			DOLLARS				
			CENTS				
530	6004		DRIVEWAYS (CONC) <u>FIFTY ONE</u> and <u>NO</u>	SY	1,142.00	<u>\$51.00</u>	<u>\$58,242.00</u>
			DOLLARS				
			CENTS				
530	6005		DRIVEWAYS (ACP) <u>TWENTY FOUR</u> and <u>FIFTY</u>	SY	2,629.00	<u>\$24.50</u>	<u>\$64,410.50</u>
			DOLLARS				
			CENTS				
530	6008		TURNOUTS (ACP) <u>THIRTY</u> and <u>TWENTY FIVE</u>	SY	1,487.00	<u>\$30.25</u>	<u>\$44,981.75</u>
			DOLLARS				
			CENTS				
531	6004		CURB RAMPS (TY 1) <u>TWO THOUSAND TWO HUNDRED EIGHTY</u> and <u>NO</u>	EA	4.00	<u>\$2,280.00</u>	<u>\$9,120.00</u>
			DOLLARS				
			CENTS				

Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
531	6008		two THOUSAND NINE HUNDRED and NO	EA	5.00	\$2,900.00	\$14,500.00
531	6010		CURB RAMPS (TY 7) THREE THOUSAND SIXTY and NO	EA	4.00	\$3,060.00	\$12,240.00
531	6013		CURB RAMPS (TY 10) THREE THOUSAND FIVE HUNDRED FORTY and NO	EA	19.00	\$3,540.00	\$67,260.00
540	6001		MTL W-BEAM GD FEN (TIM POST) twenty two and NO	LF	2,318.00	\$22.00	\$50,996.00
540	6014		SHORT RADIUS THIRTY FIVE and SEVENTY FIVE	LF	94.00	\$35.75	\$3,360.50
540	6016		DOWNSTREAM ANCHOR TERMINAL SECTION ONE THOUSAND THREE HUNDRED FORTY and NO	EA	8.00	\$1,340.00	\$10,720.00
544	6001		GUARDRAIL END TREATMENT (INSTALL) two THOUSAND SIX HUNDRED twenty and NO	EA	8.00	\$2,620.00	\$20,960.00
560	6011		MAILBOX INSTALL-5 (TWM-POST) TY 4 two HUNDRED twenty THREE and NO	EA	16.00	\$223.00	\$3,568.00
560	6021		MAILBOX INSTALL-M (TWG-POST) TY 7 THREE HUNDRED SEVEN and NO	EA	2.00	\$307.00	\$614.00
618	6016		COND (PVC) (SCH 40) (1") THIRTEEN and twenty FIVE	LF	140.00	\$13.35	\$1,855.00
618	6023		COND (PVC) (SCH 40) (2") SEVEN and SEVENTY FIVE	LF	1,980.00	\$7.75	\$15,345.00
618	6024		COND (PVC) (SCH 40) (2") (BORE) twenty SEVEN and SEVENTY FIVE	LF	120.00	\$27.75	\$3,330.00

Mile 3 North Road Reconstruction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
618	6033		CONDT (PVC) (SCH 40) (4") <u>TWENTY TWO</u> and <u>TWENTY FIVE</u>	LF	164.00	<u>\$22.25</u>	<u>\$3,649.00</u>
618	6034		CONDT (PVC) (SCH 40) (4") (BORE) <u>THIRTY THREE</u> and <u>FIFTY</u>	LF	210.00	<u>\$33.50</u>	<u>\$7,035.00</u>
620	6007		ELEC CONDR (NO.8) BARE <u>ONE</u> and <u>FIFTY FIVE</u>	LF	455.00	<u>\$1.55</u>	<u>\$705.25</u>
620	6009		ELEC CONDR (NO.6) BARE <u>ONE HUNDRED SIXTY SEVEN</u> and <u>NO</u>	LF	145.00	<u>\$167.00</u>	<u>\$24,215.00</u>
620	6010		ELEC CONDR (NO.6) INSULATED <u>ONE</u> and <u>EIGHTY</u>	LF	290.00	<u>\$1.80</u>	<u>\$522.00</u>
621	6005		TRAY CABLE (4 CONDR) (12 AWG) <u>ONE</u> and <u>NINETY</u>	LF	1,060.00	<u>\$1.90</u>	<u>\$2,014.00</u>
624	6002		GROUND BOX TY A (122311)W/APRON <u>EIGHT HUNDRED THIRTY SIX</u> and <u>NO</u>	EA	21.00	<u>\$836.00</u>	<u>\$17,556.00</u>
624	6008		GROUND BOX TY C (162911)W/APRON <u>ONE THOUSAND SIXTY</u> and <u>NO</u>	EA	5.00	<u>\$1,060.00</u>	<u>\$5,300.00</u>
625	6002		ZINC-COAT STL WIRE STRAND (3/16") <u>ONE</u> and <u>FORTY</u>	LF	875.00	<u>\$1.40</u>	<u>\$1,225.00</u>
625	6003		ZINC-COAT STL WIRE STRAND (3/8") <u>TWO</u> and <u>FIFTY</u>	LF	718.00	<u>\$2.50</u>	<u>\$1,795.00</u>
625	6004		ZINC-COAT STL WIRE STRAND (5/16") <u>TWO</u> and <u>FIVE</u>	LF	1,580.00	<u>\$2.05</u>	<u>\$3,239.00</u>
628	6301		ELC SRV TY T 120/240 000(NS)GS(L)TS(O) <u>TWO THOUSAND SIXTY</u> and <u>NO</u>	EA	4.00	<u>\$2,060.00</u>	<u>\$8,240.00</u>

Mile 3 North Road Reconstruction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
644	6027		IN SM RD SN SUP&AM TYS80(1)SA(P) <u>SIX HUNDRED THIRTEEN</u> and <u>NO</u>	EA	64.00	\$613.00	\$39,232.00
644	6030		IN SM RD SN SUP&AM TYS80(1)SA(T) <u>EIGHT HUNDRED EIGHT</u> and <u>NO</u>	EA	26.00	\$808.00	\$21,008.00
644	6076		REMOVE SM RD SN SUP&AM <u>EIGHTY THREE</u> and <u>FIFTY</u>	EA	51.00	\$83.50	\$4,258.50
658	6049		IN STL OM ASSM (OM-ZZ)(FLX)GND(BI) <u>NINETY FOUR</u> and <u>FIFTY</u>	EA	6.00	\$94.50	\$567.00
658	6062		IN STL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI) <u>TWENTY FOUR</u> and <u>FIFTY</u>	EA	65.00	\$24.50	\$1,592.50
662	6004		WK ZN PAV MRK NON-REMOV (W)4"(SLD) <u>NO</u> and <u>FORTY</u>	LF	47,391.00	\$.40	\$18,956.40
662	6016		WK ZN PAV MRK NON-REMOV (W)24"(SLD) <u>THIRTEEN</u> and <u>TWENTY FIVE</u>	LF	160.00	\$13.25	\$2,120.00
662	6017		WK ZN PAV MRK NON-REMOV (W)(ARROW) <u>ONE HUNDRED NINETY FIVE</u> and <u>NO</u>	EA	7.00	\$195.00	\$1,365.00
662	6034		WK ZN PAV MRK NON-REMOV (Y)4"(SLD) <u>NO</u> and <u>FORTY</u>	LF	57,409.00	\$.40	\$22,963.60
662	6063		WK ZN PAV MRK REMOV (W)4"(SLD) <u>NO</u> and <u>FORTY FIVE</u>	LF	3,828.00	\$.45	\$1,722.60
662	6094		WK ZN PAV MRK REMOV (Y)4"(DOT) <u>TWO</u> and <u>TWENTY FIVE</u>	LF	48.00	\$2.25	\$108.00
662	6095		WK ZN PAV MRK REMOV (Y)4"(SLD) <u>NO</u> and <u>FORTY NINE</u>	LF	5,043.00	\$.49	\$2,471.07
662	6102		WK ZN PAV MRK REMOV (Y)24"(SLD) <u>THIRTEEN</u> and <u>TWENTY FIVE</u>	LF	320.00	\$13.25	\$4,240.00
662	6109		WK ZN PAV MRK SHT TERM (TAB)TY W <u>TWO</u> and <u>FIFTEEN</u>	EA	773.00	\$2.15	\$1,661.95

Mile 3 North Road Reconstruction Project							
Item	Code	ALT	UNIT BID PRICE ONLY WRITTEN IN WORDS	Unit	Approx Quantities	UNIT BID PRICE ONLY WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
662	6111		WK ZN PAV MRK SHT TERM (TAB)TY Y-2 <u>TWO</u> and <u>FIFTEEN</u>	EA	2,827.00	<u>\$2.15</u>	<u>\$6,078.05</u>
666	6036		REFL PAV MRK TY I (W)8"(SLD)(100MIL) <u>NO</u> and <u>NINETY</u>	LF	8,377.00	<u>\$.90</u>	<u>\$7,539.30</u>
666	6042		REFL PAV MRK TY I (W)12"(SLD)(100MIL) <u>ONE</u> and <u>THIRTY FIVE</u>	LF	1,664.00	<u>\$1.35</u>	<u>\$2,246.40</u>
666	6048		REFL PAV MRK TY I (W)24"(SLD)(100MIL) <u>THIRTEEN</u> and <u>TWENTY FIVE</u>	LF	646.00	<u>\$13.35</u>	<u>\$8,559.50</u>
666	6147		REFL PAV MRK TY I (Y)24"(SLD)(100MIL) <u>THIRTEEN</u> and <u>SEVENTY FIVE</u>	LF	158.00	<u>\$13.75</u>	<u>\$2,172.50</u>
666	6300		RE PM W/RET REQ TY I (W)4"(BRK)(100MIL) <u>NO</u> and <u>FORTY</u>	LF	8,130.00	<u>\$.40</u>	<u>\$3,252.00</u>
666	6312		RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL) <u>NO</u> and <u>FORTY</u>	LF	6,010.00	<u>\$.40</u>	<u>\$2,404.00</u>
666	6315		RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL) <u>NO</u> and <u>THIRTY SEVEN</u>	LF	44,151.00	<u>\$.37</u>	<u>\$16,335.87</u>
668	6019		PREFAB PAV MRK TY B (W)(ARROW) <u>THREE HUNDRED NINETY</u> and <u>NO</u>	EA	70.00	<u>\$390.00</u>	<u>\$27,300.00</u>
668	6020		PREFAB PAV MRK TY B (W)(DBL ARROW) <u>SIX HUNDRED NINETY SEVEN</u> and <u>NO</u>	EA	4.00	<u>\$697.00</u>	<u>\$2,788.00</u>
668	6027		PREFAB PAV MRK TY B (W)(WORD) <u>EIGHT HUNDRED THIRTY SIX</u> and <u>NO</u>	EA	50.00	<u>\$836.00</u>	<u>\$41,800.00</u>
672	6007		REFL PAV MRK TY I-C <u>THREE</u> and <u>EIGHTY FIVE</u>	EA	832.00	<u>\$3.85</u>	<u>\$3,203.30</u>

Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
672	6009		REFL PAV MKRRTY II-A-A THREE and EIGHTY FIVE DOLLARS	EA	1,620.00	\$3.85	\$6,237.00
677	6001		ELIM EXT PAV MKR & MKRS (A?) NO and FIFTY FIVE DOLLARS	LF	6,892.00	\$0.55	\$3,790.60
677	6007		ELIM EXT PAV MKR & MKRS (2?) THREE and THIRTY FIVE DOLLARS	LF	96.00	\$3.35	\$321.60
680	6001		INSTALL HWY TRF SIG (FLASH BEACON) ONE THOUSAND EIGHT HUNDRED FORTY and NO DOLLARS	EA	3.00	\$1,840.00	\$5,520.00
680	6002		INSTALL HWY TRF SIG (ISOLATED) TWENTY THOUSAND SIX HUNDRED and NO DOLLARS	EA	2.00	\$20,600.00	\$41,200.00
681	6001		TEMP TRAF SIGNALS TWENTY FOUR THOUSAND and NO DOLLARS	EA	1.00	\$24,000.00	\$24,000.00
682	6001		VEH SIG SEC (12'')LED(GRN) TWO HUNDRED FORTY and NO DOLLARS	EA	8.00	\$240.00	\$1,920.00
682	6002		VEH SIG SEC (12'')LED(GRN ARM) TWO HUNDRED FORTY and NO DOLLARS	EA	6.00	\$240.00	\$1,440.00
682	6003		VEH SIG SEC (12'')LED(YEL) TWO HUNDRED FORTY and NO DOLLARS	EA	24.00	\$240.00	\$5,760.00
682	6004		VEH SIG SEC (12'')LED(YEL ARM) TWO HUNDRED FORTY and NO DOLLARS	EA	10.00	\$240.00	\$2,400.00
682	6005		VEH SIG SEC (12'')LED(RED) TWO HUNDRED FORTY and NO DOLLARS	EA	16.00	\$240.00	\$3,840.00
682	6006		VEH SIG SEC (12'')LED(RED ARM) TWO HUNDRED FORTY and NO DOLLARS	EA	6.00	\$240.00	\$1,440.00
682	6018		PED SIG SEC (LED)(COUNTDOWN) FIVE HUNDRED TWENTY NINE and NO DOLLARS	EA	8.00	\$529.00	\$4,232.00
682	6021		BACK PLATE (12'')1 SEC) SEVENTY EIGHT and NO DOLLARS	EA	24.00	\$78.00	\$1,872.00

Mile 3 North Road Reconstruction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
682	6023		BACK PLATE (12")(3 SEC) <u>EIGHTY NINE</u> and <u>NO</u>	EA DOLLARS CENTS	10.00	<u>\$89.00</u>	<u>\$890.00</u>
682	6024		BACK PLATE (12")(4 SEC) <u>ONE HUNDRED ELEVEN</u> and <u>NO</u>	EA DOLLARS CENTS	4.00	<u>\$111.00</u>	<u>\$444.00</u>
684	6008		TRF SIG CBL (TY A)(12 AWG)(3 CONDR) <u>ONE</u> and <u>FIFTY FIVE</u>	LF DOLLARS CENTS	1,055.00	<u>\$1.55</u>	<u>\$1,635.25</u>
684	6010		TRF SIG CBL (TY A)(12 AWG)(5 CONDR) <u>ONE</u> and <u>NINETY</u>	LF DOLLARS CENTS	3,080.00	<u>\$1.90</u>	<u>\$5,852.00</u>
684	6012		TRF SIG CBL (TY A)(12 AWG)(7 CONDR) <u>TWO</u> and <u>TEN</u>	LF DOLLARS CENTS	885.00	<u>\$2.10</u>	<u>\$1,858.50</u>
684	6027		TRF SIG CBL (TY A)(14 AWG)(1 CONDR) <u>ONE</u> and <u>TEN</u>	LF DOLLARS CENTS	280.00	<u>\$1.10</u>	<u>\$308.00</u>
684	6080		TRF SIG CBL (TY C)(14 AWG)(2 CONDR) <u>ONE</u> and <u>FORTY</u>	LF DOLLARS CENTS	3,845.00	<u>\$1.40</u>	<u>\$5,383.00</u>
686	6019		INS TRF SIG PL AM (5)STR(TY D) <u>FIVE THOUSAND SIX HUNDRED EIGHTY</u> and <u>NO</u>	EA DOLLARS CENTS	4.00	<u>\$5,680.00</u>	<u>\$22,720.00</u>
686	6020		INS TRF SIG PL AM (5)STR(TY D)LUM <u>SIX THOUSAND NINE HUNDRED TEN</u> and <u>NO</u>	EA DOLLARS CENTS	8.00	<u>\$6,910.00</u>	<u>\$55,280.00</u>
687	6001		PED POLE ASSEMBLY <u>TWO THOUSAND TWO HUNDRED TEN</u> and <u>NO</u>	EA DOLLARS CENTS	4.00	<u>\$2,210.00</u>	<u>\$8,840.00</u>
688	6001		PED DETECT PUSH BUTTON (APS) <u>ONE THOUSAND TWO HUNDRED EIGHTY</u> and <u>NO</u>	EA DOLLARS CENTS	8.00	<u>\$1,280.00</u>	<u>\$10,240.00</u>
688	6004		VEH LP DETECT (SAWCUT) <u>ELEVEN</u> and <u>TWENTY FIVE</u>	LF DOLLARS CENTS	2,788.00	<u>\$11.25</u>	<u>\$31,365.00</u>
1008	6006		PRSSR IRRIGATION PVC PIPE (15") <u>THIRTY EIGHT</u> and <u>SEVENTY FIVE</u>	LF DOLLARS CENTS	345.00	<u>\$38.75</u>	<u>\$13,368.75</u>
4024	6003		RC LOW HEAD PRSSR PIPE (CL III)(24") <u>SIXTY SEVEN</u> and <u>NO</u>	LF DOLLARS CENTS	110.00	<u>\$67.00</u>	<u>\$7,370.00</u>
4024	6015		RC LOW HEAD PRSSR PIPE (CL IV)(42") <u>ONE HUNDRED FIFTY</u> and <u>NO</u>	LF DOLLARS CENTS	340.00	<u>\$150.00</u>	<u>\$51,000.00</u>

Mile 3 North Road Reconstruction Project							
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<b>Alternate 1A</b>							
400	6010	1A	STRUCT EXCAV (SPECIAL) _____ DOLLARS and _____ CENTS	CY	3,001.00		
460	6025	1A	SRCMP (POLYMER COAT) (GAL ST 24IN) _____ DOLLARS and _____ CENTS	LF	2,713.00		
460	6026	1A	SRCMP (POLYMER COAT) (GAL ST 30IN) _____ DOLLARS and _____ CENTS	LF	2,323.00		
460	6027	1A	SRCMP (POLYMER COAT) (GAL ST 36IN) _____ DOLLARS and _____ CENTS	LF	2,473.00		
460	6028	1A	SRCMP (POLYMER COAT) (GAL ST 42IN) _____ DOLLARS and _____ CENTS	LF	1,095.00		
460	6033	1A	SRCMP (POLYMER COAT) (GAL ST 54IN) _____ DOLLARS and _____ CENTS	LF	1,423.00		
464	6039	1A	RC PIPE (CL III)(24 IN)(SPL) _____ DOLLARS and _____ CENTS	LF	90.00		
<b>Deductive Alternate No. 1 (Sidewalks)</b>							
531	6001	DA 1	CONC SIDEWALKS (4") <u>THIRTY TWO</u> _____ DOLLARS and <u>TWENTY FIVE</u> _____ CENTS	SY	18,828.00	<u>\$32.25</u>	<u>\$607,203.00</u>
<b>Deductive Alternate No. 2 (Seal Coat)</b>							
316	5005	DA 2	ASPH (TIER II) <u>THREE</u> _____ DOLLARS and <u>TWENTY SEVEN</u> _____ CENTS	TON	44,999.00	<u>\$3.27</u>	<u>\$147,146.73</u>
316	6426	DA 2	AGGR (GR 4P) <u>EIGHTY FOUR</u> _____ DOLLARS and <u>SEVENTY FIVE</u> _____ CENTS	CY	1,187.00	<u>\$84.75</u>	<u>\$100,598.25</u>
Note : CONTRACTORS TO BID ON BASE BID 1A ITEMS OR ALT. 1A ITEMS, BUT NOT ON BOTH.							
TOTAL BID (Includes All Deductive Alternates DA 1 & DA 2)						<u>\$ 14,028,648.44</u>	
<b>FOURTEEN MILLION TWENTY EIGHT THOUSAND SIX HUNDRED FORTY EIGHT DOLLARS AND FORTY FOUR CENTS.</b> TOTAL IN WORDS							
<small>(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.) The above unit prices shall include all labor, materials, hauling, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Bidder understands that the Owner reserves the right to reject any or all bids to waive any minor informalities in the bidding.</small>							

State of Texas Child Support Business Ownership Form

County: HIDALGO

Project Name: Mile 3 N Road Project

TxDOT CSJ: 0921-02-321

Bid Document Number: 2020-294-11-10-HAG

Business Entity Submitting Bid: REIM Construction, Inc.

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

- 1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
<u>Miguel A. Ramos</u>	<u>449-77-2502</u>
_____	_____
_____	_____
_____	_____

- 2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by Hidalgo County with few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.



11/10/2020

Signature

Date

Miguel A. Ramos

Printed Name

IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

N/A

## CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking "Yes" or "No" below, is true, accurate, and complete.

- A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

\_\_\_\_\_ YES

NO

- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.
1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
  2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

## NON-COLLUSION CERTIFICATION

By signing this proposal, the bidder certifies that the person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit this certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

## CHILD SUPPORT

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

## CONTRACTOR'S ASSURANCE (Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.6.B. "Payment Provisions for Subcontractors", all subcontract agreements exceeding \$2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of \$10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment"
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of \$10,000 or more)

## DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

DBE 9 %

### Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the County and the bidder will be excluded for rebidding on the project when it is re-advertised

See Special Provision 000---394L, "Disadvantaged Business Enterprise in Federal Aid Contracts".

## CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

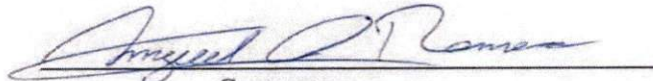
See Special Provision 000---003L, "Certification of Nondiscrimination in Employment".

**SALES TAX AND LOCAL SALES TAX  
EXEMPTION CERTIFICATE FOR CONTRACTORS**

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 10th day of November, 2020.

  
Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.

Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

#### SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

- (a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.
- (b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.
- (c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.
- (d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

- (a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.
- (b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall

appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the

subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

- (1) a fine not to exceed \$500;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

"General Decision Number: TX20200003 01/03/2020

Superseded General Decision Number: TX20190003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/03/2020

\* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	

Work Zone Barricade  
Servicer.....\$ 12.88

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 13.48  
Asphalt Paving Machine.....\$ 12.25  
Broom or Sweeper.....\$ 10.33  
Crane, Lattice Boom 80  
Tons or Less.....\$ 14.39  
Crawler Tractor.....\$ 16.63  
Excavator, 50,000 lbs or  
less.....\$ 12.56  
Excavator, over 50,000 lbs..\$ 15.23  
Foundation Drill, Truck  
Mounted.....\$ 16.86  
Front End Loader Operator,  
Over 3 CY.....\$ 13.69  
Front End Loader, 3 CY or  
less.....\$ 13.49  
Loader/Backhoe.....\$ 12.77  
Mechanic.....\$ 15.47  
Milling Machine.....\$ 14.64  
Motor Grader Operator,  
Rough.....\$ 14.62  
Motor Grader, Fine Grade....\$ 16.52  
Scraper.....\$ 11.07

Servicer.....\$ 12.34

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....\$ 13.63  
Single Axle.....\$ 10.82  
Single or Tandem Axle Dump..\$ 14.53  
Tandem Axle Tractor with  
Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO  
is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Checklist for Documentation Required for Road Construction

Contractor: \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_  
 Project/Precinct: Mile 3 N Road Project/ Precinct 3  
 Owner's Contract No.: \_\_\_\_\_

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	<b>INITIATION OF PROJECT:</b>			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	<b>PAYMENT REQUESTS, INCLUDING FINAL:</b>			
8	Application and Certification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)			
	<b>RETAINAGE PAYMENT:</b> <small>Final request and request for retainage must be noted separately and approved by C.D.</small>			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

Exhibit B-d

**CHANGE ORDER NUMBER ONE(1)**

Project: Mile 3 N Road Project

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_  
OWNER'S CONTRACT NO: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ENGINEER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are directed to make the following changes in the Contract Documents.

Description:                   1.  
   2.  
   3.  
   4.  
   5.  
   6.

Reason for Change Order:   1.  
   2.  
   3.  
   4.  
   5.  
   6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Net Changes from previous Change Order		Net Change from previous Change Orders	0 <small>calendar days</small>
\$ 0.00		Contract Time prior to this Change Order	
Contract Price prior to this Change Order		Substantial Completion:	0 <small>calendar days or dates</small>
\$ 0.00		Net Increase(decrease) of this Change Order	0 <small>calendar days</small>
Net Increase(decrease) of this Change Order		Contract Time with all approved Change Orders	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Contract Price with all approved Change Orders	Net % increase(decrease) from original contract price. #DIV/0! %		
\$ 0.00			

**RECOMMENDED:**

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

**Exhibit B-e**

**APPLICATION FOR PAYMENT NO.**

To: \_\_\_\_\_ (OWNER)  
 From: \_\_\_\_\_ (CONTRACTOR)  
 Contract: \_\_\_\_\_  
 Project: **Mile 3 N Road Project**  
 Owner's Contract No. \_\_\_\_\_ Engineer's Project No. \_\_\_\_\_  
 For Work accomplished through the date of: \_\_\_\_\_

- |  |       |
|--|-------|
| 1. Original Contract Price:                                      | _____ |
| 2. Net change by Change Order and Written Agreements(+or-):      | _____ |
| 3. Current Contract Price (1 plus 2):                            | _____ |
| 4. Total completed and stored to date:                           | _____ |
| 5. Retainage (per Agreement):                                    | _____ |
| _____ 5% of completed Work:                                      | _____ |
| _____ of stored material   | _____ |
| Total Retainage:   | _____ |
| 6. Total completed and stored to date less retainage (4 minus 5) | _____ |
| 7. Less previous Application for Payments:                       | _____ |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)                       | _____ |

Accompanying Documentation: \_\_\_\_\_

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through   2   inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date \_\_\_\_\_

State of \_\_\_\_\_  
 County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_  
 day of \_\_\_\_\_

\_\_\_\_\_  
 CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public  
 My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date \_\_\_\_\_

\_\_\_\_\_  
 ENGINEER

By: \_\_\_\_\_

**Exhibit B-f**

**Estimate Quantity Update Worksheet**

Date:

Colonia:  
 Roadway:  
 Control:  
 Project No:  
 County:  
 Est. No: 1

Contractor:  
 Contract Price:  
 Work Done this Mo.:  
 % Complete: #DIV/0!

Date Began: ?  
 Contract Time: 120  
 Time Charged: 90  
 % Time Used: 75.00%

Work Type: Paving & Drainage

Limits:  
 From:  
 To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901) ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	Sta.	1.100	\$1,800.00	\$1,980.00	1.000	1.000	\$0.00	0	\$0.00	0	0	0.00	
110	BACKFILL (TY A)	Sta.	1.000	\$600.00	\$600.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	\$28.00	\$2,128.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	\$2.00	\$2,072.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	\$6,000.00	\$0.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	\$3,000.00	\$23,400.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	\$6.00	\$7,666.80	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
310	ASPH MATRL (MC-30)	GAL	246.7	\$6.00	\$1,480.20	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
500	MOBILIZATION	LS	1.000	\$3,000.00	\$3,000.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	\$1,000.00	\$1,000.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	\$7.50	\$4,500.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
644	SMALL RDSG SGN ASSM (TY A)	EA	2.000	\$300.00	\$600.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
644	SMALL RDSG SGN ASSM (TY F)	EA	2.000	\$500.00	\$1,000.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
658	DEL ASM TY A (D-SY)	EA	4.000	\$100.00	\$400.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	\$0.25	\$100.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	\$0.25	\$35.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	\$3.50	\$84.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
3146	HOT MIX (TY D)	TON	105.5	\$34.00	\$3,587.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
5249	TEMP SEDMT CONT FENCE	LF	70.000	\$3.00	\$210.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
(906) DRAINAGE														
464	RC PIPE (CL III)(18")	LF	404.000	\$25.00	\$10,100.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
464	RC PIPE (CL III)(24")	LF	120.000	\$30.00	\$3,600.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
465	INLET (COMPL)(TY A)	EA	2.000	\$2,000.00	\$4,000.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
465	INLET (COMPL)(TY C)	EA	2.000	\$1,500.00	\$3,000.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
465	MANH (COMPL)(TYM)	EA	1.000	\$2,000.00	\$2,000.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
465	INLET EXT.	EA	2.000	\$700.00	\$1,400.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	\$550.00	\$2,200.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	\$650.00	\$650.00	0.000	0	\$0.00	0	\$0.00	0	0	0.00	

Monthly Totals:	\$0.00	\$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	\$0.00	\$0.00	0.00
Drainage (906):	\$0.00	\$0.00	0.00

Total to Date  
 Roadway (905): \$0.00  
 Drainage (906): \$0.00  
 Total \$0.00

Prepared and Checked By: \_\_\_\_\_ Signature: \_\_\_\_\_ 313 Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

Contractor Name \_\_\_\_\_  
 Starting Date \_\_\_\_\_  
 Project Ending Date \_\_\_\_\_  
 Retainage Percent \_\_\_\_\_

Application No.: \_\_\_\_\_  
 Application Date: \_\_\_\_\_  
 Period To: \_\_\_\_\_  
 Engineer Firm: \_\_\_\_\_

Bid No. #	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Summary			Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
				Payment Application No. 1	Payment Application No. 2	Payment Application No. 3						
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





**PARTIAL/FINAL WAIVER OF LEIN**

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

The undersigned contracted with \_\_\_\_\_  
to furnish \_\_\_\_\_  
in connection with certain improvements to real property located in \_\_\_\_\_  
County, Texas, and owned by \_\_\_\_\_  
Which improvements are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of Pay Estimate No \_\_\_\_\_ in the amount of \_\_\_\_\_  
DOLLAR(\$ \_\_\_\_\_) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and  
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's  
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real  
property on account of any labor performed or materials furnished or to be furnished or labor  
performed and materials furnished by the undersigned pursuant to the above-mentioned contract  
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the  
erection and construction of such improvements on the Property have been fully paid and  
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for  
material or labor against said Property arising out of any bills for material or labor in connection  
with the erection or construction of said improvements thereon, Undersigned will obtain a  
settlement of such lien or liens and a proper release thereof shall be obtained.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to  
certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: \_\_\_\_\_



**Prevailing Wage Rates  
Certification Statement**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

CSJ# \_\_\_\_\_

Contractor \_\_\_\_\_

Application# \_\_\_\_\_

I, \_\_\_\_\_ do hereby state:  
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

\_\_\_\_\_  
Signature

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_ A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: \_\_\_\_\_  
 OWNER: \_\_\_\_\_  
 CONSTRUCTION CONTRACTOR: \_\_\_\_\_  
 OF THE CITY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

PROJECT DESCRIPTION

CONSTRUCTION OF \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_  
 Located in or near the City/Precinct Of \_\_\_\_\_

THIS IS TO CERTIFY”

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:  
 \_\_\_\_\_
2. That the sum of \_\_\_\_\_, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a “Certificate of Release” stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5. Amount of Original Contract \_\_\_\_\_  
 Present Amount of Contract \_\_\_\_\_  
 Total Amount of earned to Date \_\_\_\_\_  
 Less: previous payments \_\_\_\_\_  
 Balance \_\_\_\_\_  
 Authorized deductions \_\_\_\_\_  
 AMOUNT OF FINAL PAYMENT \_\_\_\_\_

6. That the final payment in the amount of \_\_\_\_\_  
\_\_\_\_\_ is now due and payable.

\_\_\_\_\_  
Engineer's Signature & License #

**CONCURRED BY:**

\_\_\_\_\_  
Contractor's Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONCURRED BY:**

\_\_\_\_\_  
City/Precinct

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

<b>PROJECT:</b>	<b>PROJECT NO.</b>
<b>OWNER:</b>	
<b>CONTRACTOR:</b>	
<b>ENGINEER:</b>	

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this

day of

Notary Public:

My Commission Expires:





# Exhibit “H”

## (If Applicable)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200,  
Appendix II

Required Contract Clauses for Non-Federal  
Entity Contracts Under Federal Awards

&

Required Contract Clauses for Non-Federal  
Entity Contracts Under Federal Awards with  
the Federal Emergency Management Agency  
(FEMA)

## **2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards**

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

*If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.*

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

### **1. Remedies.**

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. **Statement.** Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience.**

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. **Statement. Termination.** County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

*Excuses for Non-Performance.* Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

*Default.* If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

- (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

- d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**
- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. 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). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. **Standard.** If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. **Key Definition:** The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**7. Clean Air Act and the Federal Water Pollution Control Act.**

- a. **Applicability and Standard:** Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. **Statement:** Included in contracts as provided in section “7a” above.
  - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
  - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

**8. Debarment and Suspension.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.

- b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
  - (3) The contract is for Federally-required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.
- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from [www.sam.gov](http://www.sam.gov) in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. **Byrd Anti-Lobbying Amendment.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- c. **Statement.** The following statement in bold provides a Byrd Anti-Lobbying contract clause:

**(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)**

**“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

**Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”**

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, REIM Construction, Inc.  
certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, REIM Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Miguel A. Ramos, President  
Name and Title of Contractor's Authorized Official

11/10/2020  
Date

10. **Procurement of Recovered Materials.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. **Statement.** The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

- (3) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

**Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)**

**Additional FEMA or applicable Federal Requirements.** In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

*These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.*

11. **Changes.**

- a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
- b. **Statement.** The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records.**

- a. **Standard.** All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
- b. **Statement.** The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. **DHS Seal, Logo, and Flags.**

- a. **Standard.** All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval.”

14. Compliance with Federal Law, Regulations, and Executive Orders.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

15. No Obligation by Federal Government.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

16. Program Fraud and False or Fraudulent Statements or Related Acts.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: REIM Construction, Inc.

Printed Name and Title of Authorized Representative: Miguel A. Ramos, President

Signature of Authorized Representative: \_\_\_\_\_

Date: 11/10/2020

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirement 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: REIM Construction, Inc.

Address: 9612 N Stewart Rd  
Mission, Texas 78573

Date Organized: July 2007 Date Incorporated: July 2007

Office Number: 956-580-2675 Fax Number: 956-580-4032

Number of years in business under present name: 13 years

Type of work performed by your company: General Contractor

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: TRUST

Address: Enemal - webb county

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

Scope of Work Description: Street Reconstruction

Date Completed: April 2019 Total Cost: \$1,475,185.-

\*\*\*\*\*

2. Owner: TXDOT

Address: Starr County

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

Scope of Work Description: Street Reconstruction

Date Completed: December 2017 Total Cost: \$1,229,200.00

\*\*\*\*\*

3. Owner: City of McAllen

Address: Hanna Access Road.

Ph/Fx Number: \_\_\_\_\_ Email: #219,017.-

Scope of Work Description: Road Reconstruction

Date Completed: March 2017 Total Cost: \_\_\_\_\_

\*\*\*\*\*

4. Owner: City of Laredo

Address: Laredo City Connections

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

Scope of Work Description: Street Reconstruction

Date Completed: December 2015 Total Cost: \$5,082,000.-

\*\*\*\*\*

5. Owner: City of Roma

Address: Ebony Ave. Street Improvements

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

Scope of Work Description: Street Reconstruction

Date Completed: October 2015 Total Cost: \$5,049,000.-

\*\*\*\*\*

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

\_\_\_\_\_  
"SEE ATTACHED"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

Austin Traffic Signal Construction Company FDC  
Highway Bauvicada and Services LLC  
Texas Icon Construction LLC  
\_\_\_\_\_

5. **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.

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 10th day of November, 2020.

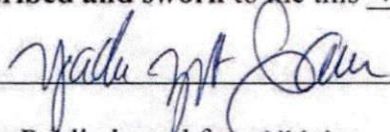


REIM Construction, Inc.

By 

Title President

Subscribed and sworn to me this 10th day of November, 2020.

By: 

Notary Public in and for Hidalgo County, Texas

My commission expires 06/18/2021



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

April 27, 2020

Miguel A. Ramos  
Owner  
Reim Construction, Inc.  
9612 N. Steward Rd.  
Mission, TX 78573

Re: Disadvantaged Business Enterprise (DBE) Certification  
Annual Update - Approval

Dear Mr. Ramos,

We have approved your recently submitted Annual Update Affidavit and your DBE certification remains active.

To ensure that your certification remains valid, please visit the Diversity Management System (DMS) at <https://txdot.txdotcms.com/> to periodically review your account information and complete the Annual Update Affidavit. Failure to maintain accurate records related to ownership, management control, and contact information could result in decertification. If you experience technical difficulties with DMS please click on the "Contact Us and Support" link on the DMS homepage.

Sole Proprietors must have an updated Assumed Name Certificate with the County Clerk's Office and all other firms must be registered with the Secretary of State to do business with TxDOT. All firms identified as the apparent low bidder on construction and maintenance projects must have an E-Verify Memorandum of Understanding (MOU) for Employers executed through the Department of Homeland Security's (DHS) E-Verify system.

If you have any questions, you may contact Christina Calvo at 512.486.5510.

Sincerely,

Michael D. Bryant  
Director  
Civil Rights Division

OUR VALUES: People • Accountability • Trust • Honesty  
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer



**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1260477105000
File/Vendor Number:	481265
Approval Date:	08-JUN-2017
Scheduled Expiration Date:	08-JUN-2021

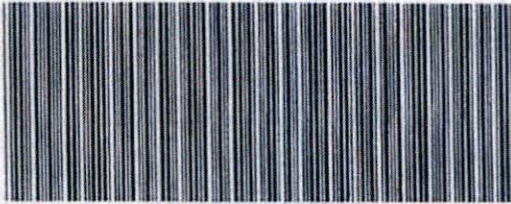
The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**REIM CONSTRUCTION, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-JUN-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager  
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2882318

Billable Pages: 1

Recorded On: January 23, 2018 11:54 AM

Number of Pages: 2

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2882318  
Receipt No: 20180123000208  
Recorded On: January 23, 2018 11:54 AM  
Deputy Clerk: Belya Trevino  
Station: CH-1-CC-K14

**Record and Return To:**

Miguel A. Ramos  
9612 Stewart Rd  
Original return to customer  
Mission TX 78573



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

REIM Construction LLC

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Miguel A. Ramos  
Signature of vendor doing business with the governmental entity

1-23-18  
Date



Hidalgo County Clerk  
Arturo Guajardo Jr.  
P.O. Box 58  
Edinburg, Texas 78540

Main: (956) 318-2100

Fax: (956) 318-2105

ORIGINAL COPY

Receipt No: 20180123000208  
Date: 01/23/2018  
Time: 11:54AM  
Deputy Clerk: Belya Trevino  
Station: CH-1-CC-K14

Issued To: Miguel A. Ramos  
9612 Stewart Rd  
Mission, TX 78573

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Real Property Recordings	2882318		\$36.00

Collected Amounts

Item No.	Payment	Transaction Id	Comment	Amount
1	Cash		956-537-1287	\$40.00

Total Received: \$40.00  
Order Total: \$36.00  
Refund Due: \$-4.00

Thank you.

## **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 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.**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**REIM CONSTRUCTION, INC.**  
**9612 STEWART**  
**MISSION, TX 78573**  
**LIST OF COMPLETED PROJECTS:**

<b>Name</b>	<b>Date Completed:</b>	<b>Contract Amount:</b>	<b>Owner:</b>
TXDOT Starr County	March 2020	\$ 1,189,047.00	TXDOT
Falcon Mesa Street Improvements	March 2020	\$ 306,922.00	Zapata County
Laredo Airport Cargo Apron Phase 11	March 2020	\$11,102,561.00	City of Laredo
South Padre Island Street Improv.	June 2019	\$ 1,627,528.00	South Padre Island
•TXDOT Encinal Webb County	April 2019	\$ 1,475,185.00	TXDOT
City of Roma Gladiador Blvd.	March 2019	\$ 243,744.00	City of Roma
N. McAllen Wastewater Reuse	January 2018	\$ 2,744,600.00	City of McAllen
•Arroyo Quiote	December 2017	\$ 1,229,206.00	TXDOT
Taxiway "G" Extension	December 2017	\$ 6,783,736.00	City of Laredo
City of Escobares TDA Project	October 2017	\$ 235,756.00	City of Escobares
FM 1472 Anderson Columbia	October 2017	\$ 2,029,891.00	TXDOT
Miramar Street Improvements	September 2017	\$ 76,427.00	City of Roma
•Hangar Access Road	March 2017	\$ 219,017.00	City of McAllen
Ramirez Additions	November 2016	\$ 121,929.00	Zapata County
Taxiway "G" Reconstruction	October 2016	\$ 8,276,191.00	City of Laredo
FM 1472 TXDOT	May 2016	\$ 3,631,925.00	TXDOT
Four Seasons Subdivision	March 2016	\$ 2,293,587.00	Zapata County
Alta Vista Subdivision	February 2016	\$ 1,203,814.00	City of Laredo
•Laredo City Connections	December 2015	\$ 5,080,000.00	City of Laredo
Roma Roadway Reconstruction	November 2015	\$ 824,135.00	City of Roma
•Ebony Ave. Street Improvements	October 2015	\$ 5,040,000.00	City of Roma
Curb Ramps Repairs	October 2015	\$ 1,657,335.00	TXDOT
Veleno Road Improvements	August 2015	\$ 891,123.00	Zapata County
Laredo Airport Phase 8 & 9	August 2015	\$ 4,910,235.00	City of Laredo
Carrizo Springs Street Improvements	August 2014	\$ 4,130,148.00	City of Carrizo Springs
Campus Civil Improvements	March 2014	\$ 1,406,748.00	TAMUK
San Carlos Subdivision	March 2014	\$ 934,837.00	Webb County
Minnesota Rd. W "I" Rd. Paving	March 2013	\$ 132,700.00	Hidalgo County
Val-Bar Subdivision	March 2013	\$ 105,118.00	Hidalgo County
Utilities Relocations Bus 83	July 2013	\$ 614,993.00	City of Mercedes
McAllen-Hidalgo Inter. Bridge	February 2013	\$ 917,718.00	City of McAllen
El Cenizo Flood & Drainage	February 2013	\$ 350,012.00	City of El Cenizo
Falcon Mesa, Zapata County	December 2012	\$ 391,399.00	Zapata County
Canal Street Drainage	December 2012	\$ 720,454.00	City of Laredo
Laredo International Airport Phase 6	December 2012	\$ 5,095,006.00	City of Laredo
Peñitas West	November 2012	\$ 1,604,555.00	Webb County
16th & Sycamore and Bicentennial	September 2012	\$ 3,073,787.00	City of McAllen
Various Sidewalks/School Zones	September 2012	\$ 786,995.00	TXDOT
Valley International Airport Aircraft	April 2012	\$ 303,976.00	City of Harlingen
(1)TXDOT Mile 2 Widening	December 2011	\$ 5,443,644.00	TXDOT
Airport Truck Rout Thomas Ave.	December 2011	\$ 452,939.00	City of Laredo

Flood and Drainage Improvements	November 2011	\$ 343,564.00	City of El Cenizo
Nolana Blueline Bridge	November 2011	\$1,204,644.00	City of McAllen
City of Laredo Unitec Industrial Park	April 2011	\$3,452,233.00	City of Laredo
Athens Road	February 2011	\$ 544,818.00	Starr County
City of Laredo Airport Phase 6	January 2011	\$1,986,467.00	City of Laredo
Unitec 12" Waterline	January 2011	\$ 444,125.00	City of Laredo
City of Roma Escandon Street	January 2011	\$ 102,213.00	City of Roma
Pederal Road Drainage	November 2010	\$ 248,843.00	Zapata County
(2)San Ygnacio Street Improvements	November 2010	\$2,724,922.00	Zapata County
Roadway Infrastructure	August 2010	\$ 294,780.00	City of Roma
Border Colonia Pct.2	April 2010	\$ 379,737.75	Starr County
2009 EDAP Sanitary Sewer Improvements	May 2010	\$ 872,276.80	City of Alton
Rio Grande Intake Structure	June 2009	\$1,371,393.00	Webb County
(3)Calton Rd. Improvements	June 2009	\$1,126,413.00	City of Laredo
Father McNaboe Park	June 2009	\$ 687,416.00	City of Laredo
Texas/Piedra China Phase III	June 2009	\$ 593,825.00	City of Laredo
Vela Track	June 2009	\$ 188,330.00	Webb County
HCDD#1 Segment 4-A	June 2009	\$ 593,825.00	Hidalgo County
HCDD#1 Segment 6	January 2009	\$1,977,065.00	Hidalgo County
HCDD#1 Segment 7	December 2008	\$2,833,525.00	Hidalgo County
Falcon Lake Street Improvements	November 2008	\$ 840,406.56	Zapata County
Laredo International Airport Taxilane	August 2008	\$3,556,604.33	City of Laredo
Texas/Piedra China Improvements Phase II	May 2008	\$ 390,491.27	City of Laredo
Bristol Rd. Drainage/Culvert Improvements	April 2008	\$ 446,747.00	City of Laredo
(4)Vinson Ave. Street Improvements	December 2007	\$1,688,026.26	City of Harlingen
Erie/35th Ave. Pavements Improvements	November 2007	\$ 341,277.45	City of McAllen
Starr County Pct. No.2	September 2007	\$ 632,516.34	Starr County
South Padre Island 2018 Street	April 2018	\$ 1,638,344.00	City of SPI
Webb County Encinal	March 2018	\$ 1,475,185.45	TXDOT
City of Escobares Street Improv.	April 2018	\$ 219,763.00	City of Escobares
Gladiator Blvd. Improvements	August 2018	\$ 243,746.00	City of Roma

**CITY OF LAREDO**  
ENGINEERING DEPT.  
(956) 791-7346

-Rogelio Rivera  
City Engineer  
-Alejandro Labrada  
Project Engineer

**CITY OF McALLEN**  
ENGINEERING DEPT.  
(956) 681-1150

-Mario Cruz  
Project Engineer  
-Jeremy Santoscoy  
Project Engineer

**CITY OF ROMA**  
CITY HALL  
(956) 849-1411

-Crisanto Salinas  
City Manager

**ZAPATA COUNTY**  
PROJECT OFFICE  
(956) 765-9939

-Mario Gonzalez-Davis

**REIM CONSTRUCTION, INC.**  
**9612 STEWART**  
**MISSION, TX 78573**

**LIST OF PROJECTS IN PROGRESS:**

<b>Name</b>	<b>Date of Contract:</b>	<b>Contract Amount:</b>	<b>% Completed:</b>	<b>Owner:</b>
Las Milpas Hidalgo County	December 2016	\$ 967,447.00	90%	TXDOT
SPI PR100	January 2017	\$ 4,032,259.58	99%	TXDOT
Hidalgo County La Joya	December 2017	\$ 6,307,430.33	85%	AndersonColumbia
Hidalgo County Bicentennial	October 2019	\$ 412,131.00	99%	AndersonColumbia
Webb County TXDOT	October 2019	\$ 2,884,304.15	6%	AndersonColumbia
Efren Ramirez Street Improv.	November 2019	\$ 1,426,893.00	73%	City of Roma
Laredo Airport Phase 13	December 2019	\$ 9,922,643.85	48%	City of Laredo



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> IBTX Risk Services 10101 Reunion Place Suite 100 San Antonio TX 78216	<b>CONTACT NAME:</b> PHONE (A/C No., Ext): 800-880-6689		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> service@ib-tx.com		
<b>INSURED</b> REIM Construction, Inc. 9612 N Stewart Rd. Mission TX 78573	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Continental Casualty Company		20443
	<b>INSURER B:</b> The Continental Insurance Company		35289
	<b>INSURER C:</b> Great American Insurance Company		16691
	<b>INSURER D:</b> American Casualty Company of Reading,		20427
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 178816340

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7011530927	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7011530880	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			SBU 4067387 05	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7011530894	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability & Auto policies include blanket additional insured endorsement (CNA750791016, CNA63359412) as required in written contract with the named insured. General Liability, Auto & Work Comp policies include blanket waiver of subrogation endorsement (CNA74705115, CNA63359412, WC420304B) as required in written contract with the named insured. Primary Noncontributory per (CNA750791016).  
 Re: Mile 3 N Road Project From Tom Gill to FM 492

**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County Attn: Purchasing Department  
 2812 S Highway Bus. 281  
 Edinburg TX 78539

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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