



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HUD 4238-A
(5-66)

ADVERTISEMENT FOR BIDS

Project No. BID NO. 2011-65
City of Edinburg
(Owner)

Separate sealed bids for BID NO. 2010-65 for BAR 5 SUBDIVISION PHASE II - PAVING IMPROVEMENTS will be received by THE CITY OF EDINBURG C/O CITY SECRETARY, 415 W. UNIVERSITY DRIVE, P.O. BOX 1079, EDINBURG, TEXAS 78540-1079 until 3:00 P.M., STANDARD TIME, MONDAY, MAY 23, 2011, and then at said office publicly opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

SDI Engineering, LLC, offices, 3515 N. Sugar Road, Pharr, Texas 78577.

Plans, proposal forms, specifications, and contract document may be obtained by interested parties for forty dollars (\$40.00) non-refundable, per set or by contacting SDI Engineering, LLC. Located at 3515 N. Sugar Rd. Pharr, Texas 78577, or by calling (956) 783-7634.

The owner reserves the right to waive any informality, or to reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Notice to Bidders.

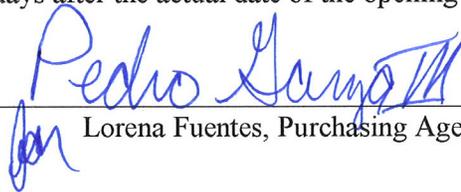
Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

A Pre-Bid Conference will be held at **11:00 A.M., Monday, May 16, 2011** at the City Hall Community Room located at 415 W. University Drive, Edinburg, Texas 78541. All prospective bidders are encouraged to attend.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

5/12/11

(Date)


Lorena Fuentes, Purchasing Agent



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HUD 4238-B(R)

NOTICE TO BIDDERS

1. Receipt and opening of Bids:

The City of Edinburg (herein called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled. Bids will be received by the Owner at the office of: The City Secretary until Three o'clock p.m., Standard Time, **Monday, May 23, 2011**, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to CITY OF EDINBURG C/O CITY SECRETARY at 415 W. UNIVERSITY DRIVE, P.O. BOX 1079, EDINBURG, TEXAS 78540-1079.

Bids shall be sealed and marked prominently on the lower left hand corner of the bid envelope for:

BID NO. 2011-65, BAR 5 SUBDIVISION PHASE II - PAVING IMPROVEMENTS

The Owner may consider informal any bid not prepared and submitted in accordance with the 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 there considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. Preparation of Bids: Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid process must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her 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 envelope addressed as specified in the bid form.

3. Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:
- a. Must be acceptable to the owner after verification by the HUD Area Office of the current eligibility status; and,
 - b. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontractor award cannot be given by the Owner unless and until

the proposed subcontractor has submitted the Certifications 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 Certifications by proposed subcontractors to his/her 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 Modifications: Any bidder may modify his/her 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 addition 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):
6. Qualifications of Bidder: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
7. Bid Security: Each bid must be accompanied by cash, certified check, or bank cashier's check in the amount not less than five percent (5%) of the bid. Bid bonds shall be accepted as bid security. Such cash, or checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, or checks will be returned promptly after the Owner and the accepted bidder have executed the contract, or, opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
8. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
9. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **120** consecutive calendar days

thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$250 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Conditions of Work: Each bidder must inform him/herself 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/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
11. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
12. Every request for such interpretation should be in writing addressed to:
Isael Posadas, P.E., C.F.M., at 3515 N. Sugar Road, Pharr, Texas 78577 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed 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/her bid as submitted. All addenda so issued shall become part of the contract documents.
13. Security for Faithful Performance: Simultaneously with his/her 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.
14. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
15. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:
 - a. Inspection and testing of materials.
 - b. Insurance requirements.
 - c. Wage rates.
 - d. Stated allowances.

16. 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 over construction 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.
17. Method of Award-Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
18. 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/her bid.
19. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 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.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her 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 employees) who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
20. Payment and Performance Bond: A performance and payment bond will be required of the successful binder (contractor) for 100 Percent of the contract price.
21. Contract Progress Schedule: Each bid shall be accompanied by a Contract Progress Schedule. Such Schedule shall list the bidder's timetable for completion of the contract.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HUD-4238-E
(2-66)
(Formerly CFA-238-E)

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 be made, we hereby jointly and severally bind
Heirs, our executors, administrators, successors, assigns and ourselves.
Signed this _____ day of _____, 20_____.
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 in the alternate,
- 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 as 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 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

SEAL

By: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BID FOR UNIT PRICE CONTRACTS

Place:

Date:

Project No.:

Proposal of _____
(hereinafter called "Bidder") * a corporation, organized and existing under the laws of the
State of _____, * a partnership, or an individual doing business as

To the _____
(hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of

_____ Having
examined the plans and specification with related documents and the site of the proposed
work, and being familiar with all the conditions surrounding the construction of the
proposed project including the availability of materials and labor, hereby proposes to
furnish all labor, materials, and supplies, and to construct the project in accordance with
the contract documents, within the time set forth therein, and at the prices stated below.
These prices are to cover all expenses incurred in performing the work required under the
contract documents, of which this proposal is a part.

*Insert Corporation, partnership, or individual, as applicable.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$250 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the road reconstruction work described in the specifications and shown on the plans, for the following unit prices:

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The above unit prices shall include all labor, materials, bailing, 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 and to waive any informalities in the bidding

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver and Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of

5%

(\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

By:

(Title)

(Business Address & Zip Code)

SEAL (If bid is by a Corporation.)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BID FOR LUMP SUM CONTRACTS

Place:

Date:

Project No.:

Proposal of _____ (hereinafter called "Bidder") a _____ (State) corporation/a partnership/an individual doing business as _____.

To the _____ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a

_____ having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within _____ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ _____ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

BASE PROPOSAL: Bidder agrees to perform all of the _____ Work described in the specifications and shown on the plans for the sum of _____ (\$ _____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

ALTERNATE PROPOSALS:

Alternate No. 1: _____
 Deduct the sum of _____ (\$ _____)
 Alternate No. 2: _____
 Deduct the sum of _____ (\$ _____)
 Alternate No. 3: _____
 Deduct the sum of _____ (\$ _____)
 Alternate No. 4: _____
 Deduct the sum of _____ (\$ _____)

UNIT PRICES:

For changing quantities of work item from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Paragraph 17(a) of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 20 of the General Conditions.

The bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: _____
(Signature)

(Title)

(Business Address & Zip Code)

SEAL (If bid is by a corporation)

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions to be Filled with L.I.P.A.R.*
Officers/ Supervisors				
Professionals				
Technicians				
Housing Sales / Rental Management				
Office Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum No. of Trainees				
Others				
Total				

* Lower Income Project Area Residents. Individuals residing within the _____ of _____, whose family income does not exceed 90% of the median income in the SMSA.

COMPANY

COMMUNITY DEVELOPMENT
BLOCK GRANT REGULATIONS

OMB CIRCULAR A-102
ATTACHMENT B

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal Government which requires contracting for construction of facility improvement shall follow which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000.00. For contracts or subcontracts exceeding \$100,000.00 the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Gonzalez Palacios, LLP, Attorneys at Law, the duly authorized and acting legal representative of City of Edinburg, do hereby certify as follows:

I have examined the attached Contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their fully authorized representatives; that said representatives have full power and authority to execute said agreements on the behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

BY: _____
Gonzalez Palacios, LLP, City Attorney

Date: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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*Attachment to Federal Labor Standards Provisions HUD-42385(R) Previous edition is obsolete.