

THE CITY OF EDINBURG

May 26, 2009

Commissioner Oscar Garza
1102 N. Doolittle Rd.
Edinburg, Texas 78539

RE: Water & Sewer Improvements to Lane Subdivision 1 & 2 (Redgate)

Dear Commissioner Garza:

We have evaluated the bids received on May 20, 2009 for the "Water and Sewer Improvements to Lane Subdivision 1 & 2 (Redgate)" project which consists of the installation of an 8" PVC water line to the subdivision.

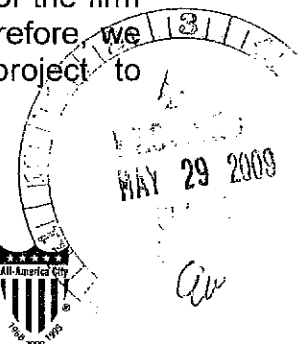
A total of twelve (12) bids were received as shown below.

JLV Utility Construction	\$ 85,240.00
Saenz Utility Construction	\$ 89,473.00
Closner Construction Company	\$108,302.00
Valley Paving, Inc.	\$116,678.50
The 5125 Company	\$118,888.88
Asago Construction	\$121,110.00
Jimmy Closner & Sons Const.	\$128,480.00
Sascon, Inc.	\$128,490.00
H2O Constcution Services, Inc.	\$128,663.50
O.G. Construction Co., L.L.C.	\$140,245.00
J.M. Construction	\$195,410.00
Solis & Chapa, Inc.	\$200,685.00

The low bid was submitted by JLV Utility Construction in the amount of \$85,240.00. Our evaluation of the pricing, experience and reputation of the firm indicates that they are capable of completing the work required. Therefore, we recommend the award of a contract for construction of the project to JLV Utility Construction in the amount of \$85,240.00



210 W. McIntyre • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 383-5661 • Fax (956) 383-7111

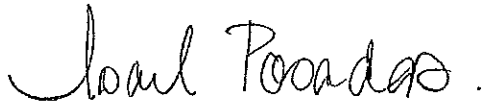


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The original bids, and complete tabulation are enclosed for your reference.

Should you have any questions, or if I can be of any further assistance, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink that reads "Isael Posadas". The signature is written in a cursive style with a period at the end.

Isael Posadas, P.E., C.F.M.
City Engineer

**CONSTRUCTION
CONTRACT**

This Agreement, entered into this 9TH day of June, 2009 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by PRECINCT NO. 4 (hereinafter called the "OWNER", acting herein through its COUNTY JUDGE, and JLV UTILITY CONSTRUCTION, a corporation) of Edinburg, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME: Precinct No. 4
PROJECT #: 5006-94-0310-5000-9400-UCP-GVG
PROJECT DESCRIPTION: "INSTALLATION OF WATER LINE TO THE SUBDIVISION"

hereinafter called the project, for the sum of (\$85,240.00) Eighty five thousand, two hundred forty dollars, and no cents, and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by JLV UTILITY CONSTRUCTION entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

