

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

September 16, 2011

Ms. Lupita V. Garcia, UCP Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd
Pharr Texas 78577

RE: Bid No.: 5009-91-0311-5000-9100-UCP-GVG
2009 Precinct No. 1 - Street Improvements - Solar Light Project
Bid Award Recommendation

Dear Ms. Garcia:

TEDSI Infrastructure Group has reviewed the Bid tabulations for the above referenced project. Three bids were submitted and received by the Hidalgo County Urban County Program:

- **Metro Electric, Inc.** submitted a total bid of **\$139,945.00** (base plus alternate bids). **Metro Electric, Inc.** provided the lowest unit price on base bid and also on alternate bids.
- **Sol Technologies LLC** submitted a total bid of **\$149,978.00** (base and alternate bids). There were discrepancies in the addition of base plus alternate bids. Corrections did not impact apparent low bid.
- **Texas Diamond Construction** submitted a bid with a total of **\$99,400.00** for base bid only. No bids were submitted for alternate bids.

Amount available for construction funds of solar light project is \$125,000.00. Recommended low bid will be the one that provides the greatest amount of assemblies based on construction funds.

Metro Electric, Inc. bid for base bid + Add Alternate 1, 2, 3 and 4 is \$119,638.00.

Sol Technologies LLC bid for base bid + Add Alternate 1, 2, 3 and 4 is 129,464.50.

Texas Diamond Construction bid for base bid + Add Alternate 1, 2, 3 and 4: no bid

TEDSI Infrastructure Group recommends that the Hidalgo County Urban County Program considers and accepts the bid submitted by **Metro Electric, Inc.** and prepares to enter into a binding contract (Base bid + Add Alternate 1, 2, 3 and 4) to perform the work for this Project. Enclosed is a Tabulation of Bids illustrating the bids submitted on this Project by the contractors.

Should there be any questions or concerns, please do not hesitate to contact us.

Sincerely,
TEDSI INFRASTRUCTURE GROUP INC.



Jose A. Sanchez, P.E.
Project Manager

Enclosures: As Stated

**2009 PRECINCT 1 STREET IMPROVEMENTS - SOLAR LIGHT PROJECT
 BID TABULATIONS**

| QTY | UNIT | DESCRIPTION | APPARENT LOW BIDDER | | Texas Diamond Construction | |
|-----|------|---|------------------------------|--------------------------------|----------------------------|------------|
| | | | Metro Electric Unit Price | Sol Technologies Unit Price | Unit Price | Unit Price |
| 1 | EA | BASE BID 14 SOLAR LIGHT ASSEMBLIES | \$92,562.00 | \$102,112.50 | \$94,000.00 | |
| 1 | EA | BASE BID + ADD ALTERNATE 1 | \$99,331.00 | \$108,950.50 | No Bid | |
| 1 | EA | BASE BID + ADD ALTERNATE 1 AND 2 | \$106,100.00 | \$115,788.50 | No Bid | |
| 1 | EA | BASE BID + ADD ALTERNATE 1, 2 AND 3 | \$112,869.00 | \$122,626.50 | No Bid | |
| 1 | EA | BASE BID + ADD ALTERNATE 1, 2, 3 AND 4 | \$119,638.00 | \$129,464.50 | No Bid | |
| 1 | EA | BASE BID + ADD ALTERNATE 1, 2, 3, 4 AND 5 | \$126,407.00 | \$136,302.50 | No Bid | |
| 1 | EA | BASE BID + ADD ALTERNATE 1, 2, 3, 4, 5 AND 6 | \$133,176.00 | \$143,140.50 | No Bid | |
| 1 | EA | BASE BID + ADD ALTERNATE 1, 2, 3, 4, 5, 6 AND 7 | \$139,945.00 | \$149,978.50 | No Bid | |

Contractor's Unit Price OK, TOTAL is incorrect. Unit price rules, total adjusted.

Lowest Bid within Construction Budget of \$125,000.00

CONSULTANT ANALYSIS OF BIDS:

Jose A. Sanchez, P.E. TEDSI Infrastructure Group, Inc.

NAME



SIGNATURE

9/16/2011

DATE

**CONSTRUCTION
CONTRACT**

This Agreement, entered into this 27th day of September, 2011 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by **HIDALGO COUNTY PREINCT NO. 1** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **METRO ELECTRIC, INC.** a corporation) of **MC ALLEN** 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. 1 Street Improvement (Solar Light)
PROJECT #: 5009-91-0311-5000-9100-UCP-GVG
PROJECT DESCRIPTION: "PRECINCT NO. 1 STREET IMPROVEMENT -SOLAR LIGHT"

Hereinafter called the project, for the sum of **(\$ 119,638.00) –One Hundred Nineteen thousand , six hundred thirty-eight 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 **Precinct No. 1** entitled the CD Coordinator, 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 **120** 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.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Contractor

Name of Firm: Metro Electric, Inc.

Address: 1901 Industrial Drive
Mc.Allen, Texas 78504

Fed. I.D. #/S.S. 74-1732655

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ___ day of _____, 20____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

Notary Public - Signature



WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

9/6/2011

PRODUCER
COMMERCIAL INSURANCE GROUP
 19 Villa Jardin
 San Antonio, TX 78230
 (210) 362-4976

INSURED
Metro Electric, Inc.

 1901 Industrial Drive
 McAllen, TX 78504
 956-686-2323

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE
NAIC#

INSURER A: **Utica National Insurance**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS | |
|----------|---|---|---------------|---------------------------------|----------------------------------|---|--------------|
| A | X | GENERAL LIABILITY | 4160423 | 10-31-10 | 10-31-11 | EACH OCCURRENCE | \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COM/OP AGG | \$ 2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | |
| | | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| A | X | AUTOMOBILE LIABILITY | 4160424 | 10-31-10 | 10-31-11 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| | | GARAGE LIABILITY | | | | | |
| | | <input type="checkbox"/> ANY AUTO | | | | | |
| | | | | | | | |
| | | OTHER THAN AUTO ONLY: EA ACC | \$ | | | | |
| | | | | | | | |
| | | AGG | \$ | | | | |
| A | X | EXCESS/UMBRELLA LIABILITY | 4160426 | 10-31-10 | 10-31-11 | EACH OCCURRENCE | \$ 5,000,000 |
| | | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ 5,000,000 |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | | <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 4160425 | 10-31-10 | 10-31-11 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTH-ER |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | OTHER | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is Additional Insured with respects to General Liability and Automobile Liability per written contract/agreement.

CERTIFICATE HOLDER
CANCELLATION

Hidalgo County
 Hidalgo County Purchasing Department
 2812 S. Business Hwy. 281
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

