

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM**

**BID OPENING DATE: February 29, 2012**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: “City of Edcouch-Flood Drainage Improvements Project”**

**BID NO: 5010-20-0309-5000-2000-UCP-ML**

**PROCUREMENT  
SPECIALIST:**

<b>BID # RFB#</b>	<b>NAME OF COMPANY</b>	<b>TOTAL PRICE</b>	<b>BID BOND OR CHECK INCLUDED</b>
#1	The 5125 Company	\$288,888.88	✓
#2	Mission Paving Co., Inc.	\$222,860.00	✓
#3	United Contracting	\$214,061.00	✓
#4			
#5			
#6			
#7			
#8			
#9			
#10			

**\*AMOUNTS VERIFIED/CALCULATED BY PROJECT ENGINEER**



# CITY OF EDCOUCH

Robert S. Schmalzried - Mayor  
Eddy Gonzalez - Mayor Pro-temp  
Veronica S. Ramirez - Alderwoman PL 1  
Noe Garcia Jr. - Alderman PL 2  
Ruth Ruiz - Alderwoman PL 3  
Daniel Guzman - Alderman PL 4  
Juan J. Cedillo - City Manager

April 18, 2012

Antonio Barco  
Deputy Director  
Hidalgo County Urban Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577



**RE: 2010 Flood Drainage Improvements**

Dear Mr. Barco:

Be informed that the City of Edcouch conducted a Public Hearing for a Budget and Program Amendment on Tuesday, March 20, 2012. At their regular meeting held on Tuesday, April 17, 2012, the Edcouch Board approved the lowest bidder United Contracting, Inc. in the amount of \$ ~~214,061.00~~ for the 2010 Flood Drainage Improvements Project.

The City has a budget line item in the amount of \$ **163,166.50** plus an additional \$ **57,481.00** from the Budget and Program Amendment for Years 22 and 24 (2009 and 2011), the City has a total amount of \$ **220,647.50** for the 2010 Flood Drainage Improvements.

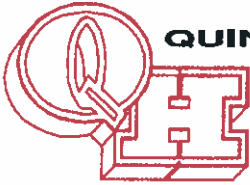
The City requests that Urban County Program recommend the aforementioned for approval to Hidalgo County Commissioners' Court in order to proceed with our UCP Project expeditiously.

If you have any questions regarding this matter, contact me.

Sincerely,

JUAN CEDILLO  
City Manager

cc: Monica Leal, UCP Coordinator  
Alfonso Quintanilla, QHA



**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**

**Consulting Engineers ★ Land Surveyors**

Alfonso Quintanilla, P.E., R.P.L.S. Eulalo Ramirez, P.E.  
Engineering Firm Registration No. F-1513  
Surveying Firm Registration No. 100411-00  
Municipal & County Projects ★ Subdivisions ★ Surveys

March 20, 2012

Mr. Juan Cedillo  
City Manager  
City of Edcouch  
211 Southern  
Edcouch, Texas 78538

**Re: Flood Drainage Improvements – Urban County Program**  
**Bid N.: 5010-20-0309-5000-2000-UCP-ML**

Dear Mr. Cedillo:

Bids for this project were received and opened on February 29, 2012. The list of the bidders and the amount of the bid are as follows:

- United Contracting, Inc. - \$ 214,061.00
- Mission Paving Co., Inc. - \$ 222,860.00
- The 5125 Company - \$ 288,888.88

I have checked the bids and they are correct. I am hereby recommending award of the bid to United Contracting, Inc. in the amount of \$ 214,061.00

Attached is the bid tabulation form.

Please review and present to the City Commission for their consideration and approval.

Should you have any questions, please feel free to call me at (956) 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.  
President

Owner: Urban County Program / City of Edcouch  
 Project Name: City of Edcouch-Flood Drainage Improvements Project  
 Date: February 29, 2012

Bid Tabulation Sheet  
 Page 1 of 1

Item	Description	The 5125 Company			Mission Paving Company, Inc.			United Contracting, Inc.		
		Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal	
I.	Drainage Improvements									
	Drain Ditch Improvements Project									
	Load, Haul and Spread	C.Y.	30,000	6.00	180,000.00	5.25	157,500.00	5.75	172,500.00	
	30" R.C.P.	L.F.	120	130.00	15,600.00	56.75	6,810.00	65.60	7,872.00	
	30" Concrete Headwall	Ea.	2	5,500.00	11,000.00	2,010.00	4,020.00	2,200.00	4,400.00	
	Backfill Compact to 95% Density	C.Y.	1,500	8.00	12,000.00	15.50	23,250.00	4.75	7,125.00	
	54" R.C.P.	L.F.	80	300.00	24,000.00	163.50	13,080.00	180.80	14,464.00	
	54" Concrete Headwall	Ea.	2	10,000.00	20,000.00	5,100.00	10,200.00	2,250.00	4,500.00	
	Mobilization	L.S.	1	26,288.88	26,288.88	8,000.00	8,000.00	3,200.00	3,200.00	
				<b>Total Bid:</b>	<b>\$ 288,888.88</b>	<b>Total Bid:</b>	<b>\$ 222,860.00</b>	<b>Total Bid:</b>	<b>\$ 214,061.00</b>	



*Alfonso Quintanilla*  
 3-1-12

Quintanilla, Headley & Associates, Inc.  
 Consulting Engineers / Land Surveyors  
 124 E. Stubbs, Edinburg, Texas 78539

Phone (956) 381-6480 Fax: (956) 381-0627



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2012

**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 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> Greater Texas Insurance 9809 Anderson Mill Road Austin TX 78750	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (512) 250-5055 FAX (A/C, No): (512) 331-9950 E-MAIL ADDRESS: melissa@greatertexasins.com
	INSURER(S) AFFORDING COVERAGE INSURER A: America First Ohio Casualty NAIC # 24074 INSURER B: American First -American Fire & Casualty INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> United Contracting Sanchez United Contracting Inc 4616 N. Conway Mission TX 78573-	

**COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250 PD deductible per claim. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BLO53386532	08/08/2011	08/08/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAA53386532	08/08/2011	08/08/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-FR <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>COMMERCIAL INLAND MARINE CONTRACTORS EQUIPMENT</b>			BMO53386532	08/22/2011	08/22/2012	LEASED & RENTED LIMIT 100,000 AGGREGATE LIMIT 100,000 DEDUCTIBLE 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project: City of Edcouch - Flood Drainage Improvements

<b>CERTIFICATE HOLDER</b> Hidalgo County Urban Program 1916 Tesoro Blvd Pharr TX 78577-	<b>CANCELLATION</b> AI 033527 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
--	--



**CONSTRUCTION  
CONTRACT**

This Agreement entered into this 3<sup>rd</sup> day of July, 2012 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE** and **United Contracting** (an individual) of **Mission**, 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:** City of Edcouch-Flood Drainage Improvements

**PROJECT No.:** 5010-20-0309-5000-2000-UCP-ML

**PROJECT DESCRIPTION:** Improvements to the water treatment plant "electrical upgrade"

hereinafter called the project, for the sum of (\$214,061.00) – Two hundred fourteen thousand sixty one dollars and zero 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 **Quintanilla, Headley & Associates, Inc.**, 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 **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of (\$200.00) One hundred dollars and zero cents 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.

\_\_\_\_\_  
Nemecio Sanchez, President

Name of Firm: United Contracting

Address: 4616 Conway  
Mission, TX 78573

Federal I.D./S.S.: 74-2839076

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

APPROVED AS TO FORM  
Atlas & Hall L.L.P.  
By: Steve Crain on May 11, 2012

**SUPPLEMENTAL GENERAL CONDITIONS**

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention
1. **ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

**DRAWINGS**

General Construction:	Nos.	1 Thru 11
Heating and Ventilating:	"	N/A
Plumbing:	"	N/A
Electrical:	"	N/A
_____	"	
_____	"	

**SPECIFICATIONS:**

General Construction:	Page	<u>  1  </u> to <u>  31  </u> ,	Technical Specifications Beginning after Exhibit "A"
Heating and Ventilating:	"	<u>  N/A  </u> to <u>      </u> ,	incl.
Plumbing:	"	<u>  N/A  </u> to <u>      </u> ,	incl.
Electrical:	"	<u>  N/A  </u> to <u>      </u> ,	incl.
_____	"	<u>      </u> to <u>      </u> ,	incl.
_____	"	<u>      </u> to <u>      </u> ,	incl.

**ADDENDA:**

No.   N/A   Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

No.   N/A   Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

**2. STATED ALLOWANCES**

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

(a) For	<u>  N/A  </u>	(Page	_____	of Specifications	\$	_____
(b) For	<u>  N/A  </u>	(Page	_____	of Specifications	\$	_____
(c) For	<u>  N/A  </u>	(Page	_____	of Specifications	\$	_____
(d) For	<u>  N/A  </u>	(Page	_____	of Specifications	\$	_____
(e) For	<u>  N/A  </u>	(Page	_____	of Specifications	\$	_____
(f) For	<u>  N/A  </u>	(Page	_____	of Specifications	\$	_____

**3. SPECIAL HAZARDS**

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

**4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE**

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$   300,000.00   for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$   500,000.00   on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$500,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

**5. PHOTOGRAPHS OF PROJECT**

As provided in paragraph 50 of the General conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

N/A

**6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS**

Given on Pages 1 thru 4, Following the Supplemental General Conditions

**7. BUILDER'S RISK INSURANCE**

As provided in the General Conditions, paragraph 28(e), the Contractor will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

**\*Strike out one.**

# United Contracting

4616 N. Conway  
Mission, Texas  
Ph 956-519-3246  
FX 956-581-6883  
[unitedcontractinginc@gmail.com](mailto:unitedcontractinginc@gmail.com)

To: Urban County  
Program

From: Sanchez

Fax 956-787-5291

Pages: 1

Phone: 956-787-8127

Date: 5.24.2012

Re: City of Edcouch

CC:

Attention: Monica Leal

This letter is to inform you that United Contracting will honor the bid proposal set forth on the City of Edcouch Flood Drainage Improvement Project. It will remain as the set price quoted on the bid opening date. Should you have any further questions or concerns in regards to this matter, please do not hesitate to contact our office. Have a wonderful day!

Thank You,



Lisa Sanchez

United Contracting

5.24.2012