



Hidalgo County Head Start Program Policy Council Agenda

DATE: October 19, 2012

SUBJECT: Presentation of Bids Received as Detailed in Tabulation Sheet Contained Herein, Meeting all Specifications and/or Requirements for the Purpose of Award and Approval of Contract for Request for Bid Titled: "Building Relocation Palmveiw I Center" Through Project No.: 2012-024-10-10

RATIONALE/NEED: Need to relocate the Head Start Center to County property.

RECOMMENDATION: Administration recommends approval of bid award to Del Sol Homes, LLC.

COST: Head Start (HHS-ACF) funds for this project are available in the budget (\$197,000.00)

Building Repairs & Maint:
Account #19-5160-20-10034-505

RELATED INFORMATION INCLUDED: Memo, Letter of Recommendation, Bid Tabulation/Contract

INITIATED BY: Ambrosio Tovar, Procurement Director *A. Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *E. Garcia*

PROGRAM DIRECTOR'S APPROVAL: Jerem Flores *Jerem Flores*



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540 ♠ TEL: (956) 383-0706 ♠ FAX: (956) 381-0439

TO: Edmundo Garcia, Assistant Program Director

FROM: Ambrosio Tovar, Procurement Director *A. Tovar*

DATE: October 15, 2012

SUBJ: Bid Award –Building Relocation: Palmview I
Head Start Center, Bid #2012-024-10-10

The bid opening for the Head Start Building Relocation of Palmview I Head Start Center was held on October 10, 2012. We had four (4) contractors submit bids for this project. The Contractor, Del Sol Homes, LLC, is being recommended (see attached) by Mr. Steve McGarraugh, Architect for Dannenbaum Engineering Company-McAllen, LLC. The recommendation is the best and lowest bid. Attached is tabulation of the bids submitted.

Plans and specifications were drafted through the contracted engineer, Dannenbaum Engineering Company – McAllen, LLC for this project. Mr. Steve McGarraugh, the project Manager, has reviewed the bid submitted by the contractor.

The contract has been reviewed and approved by Hidalgo County's legal counsel, Atlas, Hall & Rodriguez, LLC.

Should you have any questions please call me. Thank you.

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC

1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

October 12, 2012

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, Texas 78504

ATTN: *Mr. Ambrosio Tovar*
Procurement Director

REF: *Palmview I - Relocate*

SUBJ: *Contractor Recommendation*

Dear Mr. Tovar,

Dannenbaum has reviewed the bid packets received for "Building Relocation – Palmview I Head Start, Palmview, Texas, RFB No: 2012-024-10-10". We have attached the Bid Tabulation Sheet herewith. The apparent low bidder is Del Sol Homes, LLC, of Edinburg, Texas with a base bid of \$197,000. The second low bid was Gomez Construction, Inc. of McAllen, Texas with a base bid of \$208,000.

Dannenbaum has reviewed the bid documents and project references for Del Sol Homes, LLC as well as meeting with Mr. Jose De la Fuente and it is Dannenbaum's opinion that Del Sol Homes, LLC meets the bid requirements as set forth for the referenced project.

It is Dannenbaum's opinion that Del Sol Homes, LLC of Edinburg, Texas, has met the requirements of the bid process and is qualified to enter into a contract in the amount of \$197,000.00. Should you have questions regarding this subject, please contact me at (956) 682-3677.

Respectfully,
Dannenbaum Engineering Company - McAllen, LLC


Steven L. McGarraugh, AIA
Project Representative

Attachments: Bid Tabulation Sheet for Bid No. 2012-024-10-10

cc: Richard D. Seitz, P.E. Dannenbaum Engineering Company - McAllen, LLC

**HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET**

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **October 10, 2012**

BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"BUILDING RELOCATION - PALMVIEW I HEAD START"**

BID NUMBER 2012-024-10-10

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1	Del Sol Homes, LLC		\$197,000.00	
#2	Gomez Construction, Inc.		\$208,000.00	
#3	Douglas Remodeling, Inc.		\$235,262.00	
#4	Grande Valley Builders, Inc.		\$240,000.00	
#5				
#6				
#7				
#8				

**HIDALGO COUNTY HEAD START PROGRAM
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ**

BID OPENING DATE: October 10, 2012

DEPARTMENT/BID DESCRIPTION:
**HIDALGO COUNTY HEAD START PROGRAM
BUILDING RELOCATION –PALMVIEW I
CENTER**

BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"BUILDING RELOCATION - PALMVIEW I HEAD START"**

BID NUMBER 2012-024-10-10

	NAME OF COMPANY/FIRM	Phone No.	Bid Requested VIA	Date	Address / E-Mail
#1	Gomez Construction, Inc.	(956)369-1285	IP	10/03/2012	gomezconstruction@mindspring.com
#2	Douglas Remodeling, Inc.	(956)907-8944	IP	10/03/2012	adolfovela@douglasremodelinginc.com
#3	Del Sol Homes, LLC	(956)272-3112	IP	10/05/2012	Dconstructions@yahoo.com
#4	Grande Valley Builders, Inc.	(956)778-7750	IP	10/06/2012	mpgvb@aol.com
#5	A thru Z Construction	(956)457-3091	IP	10/09/2012	stexasprint@aol.com
#6					

In Person (IP)
E-Mail (EM)
Telephone Request (TR)

Bidder List Mailout (BLM)
Facsimile (FAX)

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term.** This Contract shall be for a period beginning _____, **2012** and ending _____, 2012 and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless Program, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Program arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party

12. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

18. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination.** This contract award will be in effect until (a) this contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by Program with thirty day's written notice to Company.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work will be free of defects for a period of one year from the date of completion of the work performed under this contract.

WITNESS our hands in duplicate originals this _____, 2012

APPROVED BY COMMISSIONERS COURT ON: _____ 2012

Company:

By: _____
(Company Name)

By: _____
(Print Name)

By: _____
(Title)

By: _____
Ramon Garcia, County Judge

By: _____
Teresa Flores, Executive Director

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain