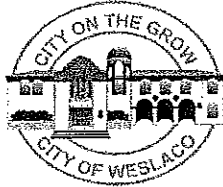


City of Weslaco

"The City on the Grow"



Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

October 21, 2013

Diana Serna
Director of Hidalgo County Urban County Program
3304 W. Alberta Rd.
Edinburg, TX 78539

P148 Weslaco 12-Inch Recycle Line Project Acceptance

Dear Ms. Serna:

This is your approval to proceed with the recommendation from Hidalgo County Urban County Program and with LeFevre Engineering & Management Consulting, LLC for the above mentioned project. I, on behalf of the City of Weslaco, agree that the contract be issued to the sole bidder, Saenz Brothers Construction, LLC from Donna, Texas as this project was approved by City of Weslaco's City Commission on Tuesday, October 15, 2013. The project should be awarded with the base bid and alternate, as shown on bid package, for a total amount of \$432,705.00.

Kindly coordinate the start of construction and provide notice to City of Weslaco Public Utilities and Planning and Code Enforcement Departments at (956) 973-3146 or (956) 447-3401. If you have any questions or require additional information, please feel free to contact me at (956) 973-3181.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonardo", written over a faint circular stamp.

Leonardo Olivares
City Manager, JD MPA

LeFEVRE

ENGINEERING &
MANAGEMENT CONSULTING, LLC

Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.1EMC
Fax. 956.687.5363

October 9, 2013

Mr. Leonardo Olivares
City Manager
City of Weslaco
Weslaco, Texas 78596

Re: **City of Weslaco – 12-Inch Recycle Line**
Hidalgo Urban County Program - UCP No. 5011/12-80-0310-5000-8000-UCP-ML
LEMC Project No. 148

Dear Mr. Olivares:

On Wednesday, October 9, 2013 bids were received and opened for the City of Weslaco – 12-Inch Recycle Line, Hidalgo Urban County Project No. 5011/12-80-0310-5000-8000-UCP-ML. A total of one (1) bid was received, and enclosed is the bid tabulation for the project.

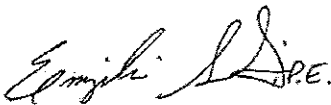
The bid submitted by Saenz Brothers Construction, LLC of Donna, Texas, in the amount of **\$412,705.00** for the Base Bid and **\$432,705.00** for the Base Bid including Alternate No. 1.

The Bid Page submitted by Saenz Brothers Construction, LLC had a total of two (2) typos on Bid Item No. 1-2 (Unit Price Column) and Bid Item No. 2-9 (Unit Price Column). Bid Item No. 1-2 showed \$500.00 instead of \$5,000 and Bid Item No. 2-9 showed \$65,000 instead of \$65.00. However, the Total Figures column had the correct amounts without any mathematical errors on the Grand Total. In the Bid Page it stipulates the following: "AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN". Since the grand total amount was correct, and without any mathematical errors, the bid tab shall be accepted as is.

LeFevre Engineering & Management Consulting, LLC (LEMC) recommends that this project be awarded to Saenz Brothers Construction, LLC for the Base Bid including Alternate No. 1 for the total amount of **\$432,705.00**.

Please call my office should you have any questions on the enclosed information.

Sincerely,



Emigdio "Milo" Salinas, P.E.
Project Engineer

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: October 09, 2013

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "12 Inch Recycle Line at the City of Weslaco Water Treatment Plant"

BID NO: 5011/12-80-0310-5000-8000-UCP-ML

PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Bid Price	Alternate Price	Bid Bond/ Cashier's Check
1.	Saenz Brothers Construction, LLC	\$412,705.00	\$432,705.00	Included
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2013

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).

PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Araceli Zuniga PHONE (A/C, No, Ext): (956) 565-2481 E-MAIL ADDRESS: araceli@mcafeeagency.com	FAX (A/C, No): (956) 565-2733
	INSURER(S) AFFORDING COVERAGE	
INSURED Saenz Brothers Construction, LLC 3226 N. Victoria Rd. Donna TX 78537	INSURER A: Ironshore Specialty Ins. Co.	
	INSURER B: Allstate Insurance Company	
	INSURER C: Texas Mutual Ins. Co.	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER: CL1342302669

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	GENERAL LIABILITY			AGS0041900	4/23/2013	4/23/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 2,000,000			
				PRODUCTS - COMP/OP AGG	\$ 2,000,000			
					\$			
B	AUTOMOBILE LIABILITY			648638635	4/23/2013	4/23/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
				Medical payments	\$ 5,000			
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001251512	4/23/2013	4/23/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Contractors Equipment			IHD9929015	4/30/2013	4/30/2014	Leased or Rented from Others	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Urban County Program 3304 West Alberta Edinburg, TX 78539	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 Robert R Garza/AZ <i>Robert R Garza</i>

CONSTRUCTION CONTRACT

This Agreement entered into this 5th day of November 2013 by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and Saenz Brothers Construction, LLC (a limited liability company) (a partnership) (an individual) of Donna 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 Weslaco – Water Treatment Plant Improvements 12-inch Recycle line
PROJECT No.: 5011/12-80-0310-5000-8000-UCP-ML
PROJECT DESCRIPTION: Water Treatment Plant Improvements 12-inch Recycle line

hereinafter called the project, for the sum of (\$432,705.00) Four hundred thirty-two thousand seven hundred five dollar 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 Lefevre Engineering and Management Consulting, LLC, 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) two 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.

