

HERRERA & HUNT, INC.  
PO BOX 49  
ALAMO, TX 78516  
JOB ORDER CONTRACTING SPECIALISTS

July 22, 2014

Ms. Monica Leal, Coordinator  
Hidalgo County Urban County  
427 E. Duranta Ave., Ste.107  
Alamo, TX 78516

Ms. Leal:

I have reviewed the information per our telephone discussion with regards to the amounts indicated on the Bid Tab sheet of the Sunrise/Sunset Park Improvements Project bid packet.

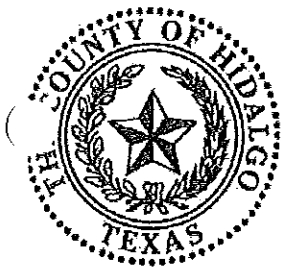
I submit the total of \$38,887.57 as the true and correct amount of our bid.

Please feel free to contact me with any questions at 956-330-5566.

Thank You,

A handwritten signature in black ink, appearing to read 'Gilbert Herrera', with a long horizontal flourish extending to the right.

Gilbert Herrera  
President



**Hidalgo County  
Planning  
Department**

**Raul E. Sesin, PE, CFM**  
Planning Administrator

**Main Office**  
1304 S. 25<sup>th</sup> Street  
Edinburg, Texas 78542  
Phone (956) 318-2840  
Fax (956) 318-2844

**Engineering Projects Office**  
301 E. State Street  
Pharr, Texas 78577  
Phone (956) 318-2840  
Fax (956) 318-2844

**Precinct No. 1 Substation**  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596  
Phone (956) 968-4734  
Fax (956) 973-7850

**Precinct No. 3 Substation**  
2401 N. Moorefield Rd.  
Mission, Texas 78572  
Phone (956) 205-7045  
Fax (956) 205-7049

July 11, 2014

Honorable Commissioner A.C. Culellar, Jr.  
Hidalgo County Precinct No. 1  
1902 Joe Stevens Ave., Ste. 101  
Weslaco, Texas 78599

RE: Sunrise/Sunset Park Improvements  
Hidalgo County Precinct No. 1  
Project No. 5008-91-0306-5000-9100-UCP-ML

Dear Commissioner Cuellar;

Bids were received and opened for Sunrise/Sunset Park Improvements Project No.: 5008-91-0306-5000-9100-UCP-ML on June 18, 2014. A total of two bids were received with Herrera & Hunt, Inc. being the low base bidder. Attached is a copy of the bid tabulation for your review.

This project consists of the addition of concrete sidewalks, concrete pads and chain link fence with gates to Sunrise/Sunset Park. Herrera & Hunt, Inc. has constructed projects to completion within Hidalgo County. We recommend awarding the project to Herrera & Hunt Inc. for the base bid amount of \$38,887.57.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,  
HIDALGO COUNTY PLANNING DEPARTMENT

*Raul E. Sesin, P.E., C.F.M.*

Raul E. Sesin, P.E., C.F.M.  
Planning Administrator

Attachments: Bid Comparison

**HIDALGO COUNTY PURCHASING DEPARTMENT  
 BID TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 4, 2014 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: Hidalgo County – Precinct No. 1 – “Sunrise/Sunset Park Improvements Project”

BID NO.: 5008-91-0306-5000-9100-UCP-ML | PROCUREMENT SPECIALIST:

BID # RFB#	NAME OF COMPANY	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	Herrera & Hunt, Inc.	\$38,892.00	Bid Bond Included
#2	High Mark Construction (HMC)	\$61,000.00 amount on bid tab \$75,000.00 amount on bid page	Bid Bond Included
#3			
#4			
#5			
#6			
#7			

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

A.C. CUELLAR JR.  
COMMISSIONER PRECINCT 1

JUL 17 2014

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July 16, 2014

Ms. Diana Serna, Executive Director  
Urban County Program  
3304 Alberta  
Edinburg, Texas 78539

RE: Sunrise/Sunset Park Improvements  
Hidalgo County Precinct 1  
Project No. 5008-91-0306-5000-9100-UCP-ML

Dear Ms. Serna,

We are in possession of competitive bids submitted through Hidalgo County's purchasing procedures accordingly. Herrera & Hunt Inc. bid is 37%% lower than the other bid of \$61,004.75. Mr. Raul Sesin, P.E., C.F.M. Hidalgo County Engineer recommended the lowest bid of \$ 38,887.57. I concur with his recommendation to contract with Herrera & Hunt, Inc. for the improvements.

I would like request your assistance to place this item for action at the earliest Commissioner's Court meeting for possible action.

Please let me know if I need any additional input. Thank You.

Respectfully,



A.C. Cuellar, Jr.  
Commissioner Pct.1

HIDALGO COUNTY PCT. 1  
1902 JOE STEPHENS STE. 101  
WESLACO, TEXAS 78599

PH: 956.968.8733  
FAX: 956.969.1417

**BID COMPARISON**  
**HIDALGO COUNTY PRECINCT No. 1**  
**PROJECT No. 5008-91-0306-5000-9100-UCP-ML**  
**SUNRISE/SUNSET PARK IMPROVEMENTS**

<b>BASE BID</b>		<b>Herrera &amp; Hunt, Inc.</b>			<b>Highmark Construction Co., LLC</b>		
<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
1	10' Wide x 4" Thick Concrete Sidewalk with 6" x 6" No. 6 Gauge Wire Mesh Reinforcement	413	SY	\$ 31.73	\$ 13,104.49	\$ 48.43	\$ 20,001.59
2	5' Wide x 4" Thick Concrete Sidewalk with 6" x 6" No. 6 Gauge Wire Mesh Reinforcement	88	SY	\$ 31.81	\$ 2,799.28	\$ 147.73	\$ 13,000.24
3	10' x 12' x 6" Concrete Pads with 6" x 6" No. 6 Gauge Wire Mesh Reinforcement	94	SY	\$ 31.44	\$ 2,955.36	\$ 148.94	\$ 14,000.36
4	6' Chain Link Fence	662	LF	\$ 23.85	\$ 15,788.70	\$ 15.11	\$ 10,002.82
5	17' Chain Link Gate	2	EA	\$ 1,147.50	\$ 2,295.00	\$ 1,000.00	\$ 2,000.00
6	4' Chain Link Gate	4	EA	\$ 291.75	\$ 1,167.00	\$ 250.00	\$ 1,000.00
7	Remove Chain Link Fence	74	LF	\$ 10.51	\$ 777.74	\$ 13.51	\$ 999.74
<b>TOTAL</b>				<b>\$</b>	<b>38,887.57</b>	<b>\$</b>	<b>61,004.75</b>

# CONSTRUCTION CONTRACT

This Agreement entered into this 25<sup>th</sup> day of August 2014 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 "Herrera & Hunt, Inc. (a corporation)" (a partnership) (an individual) of McAllen 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:

<b>PROJECT NAME:</b>	<b>Precinct No. 1 – Sunrise/Sunset Park Improvements Project</b>
<b>PROJECT No.:</b>	<b>5008-91-0306-5000-9100-UCP-ML</b>
<b>PROJECT DESCRIPTION:</b>	<b>Park Improvements Project</b>

hereinafter called the project, for the sum of (\$38,887.57) Thirty eight thousand eight hundred eighty-seven dollars and fifty-seven 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 Hidalgo County - Raul Sesin, P.E., CFM, 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 30 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of (\$250.00) two hundred fifty 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.

\_\_\_\_\_  
Gilbert Herrera, President

Name of Firm: Herrera & Hunt, Inc.

Address: 1333 E. Jasmine Ave.  
McAllen, TX 78501

Federal I.D./S.S.: 26-0513355

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 2014,

by \_\_\_\_\_, \_\_\_\_\_ of and on behalf of \_\_\_\_\_.  
(name) (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 & Rodriguez  
By: Stephen L. Crain  
Date: July 12, 2012



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2013

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).

<b>PRODUCER</b> Smith-Reagan & Associates Inc 148 N Sam Houston San Benito, TX 78686	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (956) 399-1353	<b>FAX (A/C No.):</b> (956) 399-2185	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Herrera & Hunt, Inc. PO Box 49 Alamo, TX 78516	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Essex Insurance Company		
	<b>INSURER B:</b> Hallmark Insurance Company		
	<b>INSURER C:</b> Nautilus		
	<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		

**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 SUBR (INSR) VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		3DN7859	10/10/2013	10/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TXH602293-02	10/10/2013	10/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	AN013076	10/10/2013	10/10/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 