

Ordinance amending the FY 2015 Capital Improvement Budget adopted by Ordinance No. 030303 by transferring \$1,495,352 to the Waldron Road from Caribbean Drive to Glenoak Drive Project and increasing expenditures in the amount of \$1,495,352; rejecting the low bid of Salinas Construction Technologies Ltd. of Pleasanton Texas, in the interest of the public; determining the lowest responsible bidder to be the second lowest bidder, Berry Contracting LP dba Bay Ltd. of Corpus Christi, Texas; making findings of fact; and authorizing the City Manager or designee to execute a contract with Berry Contracting LP dba Bay Ltd. of Corpus Christi, Texas in the amount of \$2,580,631.90 for the Waldron Road from Caribbean Drive to Glenoak Drive Project (Bond 2014).

WHEREAS, this contract had to be competitively bid based upon a procurement method authorized by state law, in accordance with Article X, Sec. 2, of the Charter of the City of Corpus Christi ("the Charter"); and

WHEREAS, the Project is for construction of a street + drainage + utilities project that is associated with civil engineering construction; and

WHEREAS, the engineer's probable estimate for the Project is approximately \$2,195,800.00 and therefore, the competitive sealed bidding requirement applied to the contract. See Tex. Loc. Gov't Code Ann. § 252.021; and

WHEREAS, the City advertised for bids in the Caller Times newspaper once in each week for two consecutive weeks, inviting competitive bids or proposals in accordance with the Charter. Art. X Sec. 2(c), Charter of the City of Corpus Christi and in accordance with the notice requirements under Subchapter C of Chapter 252, Texas Local Government Code;

WHEREAS, at the time announced in the advertisement notice, 2:00 pm on Wednesday, February 25, 2015, the bids were opened and the amounts read aloud, which was done in the presence of those city employees of the Department of Capital Programs who are designated to handle bid solicitations and bid openings, and in the presence of those bidders desiring to be present; and

WHEREAS, the City received 4 bids from (1) Salinas Construction Technologies Ltd of Pleasanton, Texas for \$2,485,648.31; (2) Berry Contracting LP dba Bay Ltd. of Corpus Christi, Texas for \$2,580,631.90; (3) Haas-Anderson Construction Ltd. of Corpus Christi, Texas for \$3,099,951.00; and (4) Reytec Construction Resources, Inc. of Houston, Texas for \$3,476,525.56;

WHEREAS, State law provides that if the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder. Tex. Loc. Gov't Code § 252.043(a);

WHEREAS, State law also provides that a contract must be awarded to the lowest responsible bidder if the competitive sealed bidding requirement applies to the contract for the construction

of: (1) highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or (2) buildings or structures that are incidental to projects that are primarily civil engineering construction projects. Tex. Loc. Gov't Code § 252.043(d); and

WHEREAS, the City notified all bidders in its bid documents, specifications and contract requirements that the contract will be awarded to the lowest responsible bidder;

WHEREAS, State law provides that the "governing body may reject any and all bids." Tex. Loc. Gov't Code § 252.043 (f);

WHEREAS, the City's Charter provides that "[t]he City shall always have the right to reject any and all bids or proposals." Art. X Sec. 2(c), Charter of the City of Corpus Christi;

WHEREAS, the City notified all bidders in its bid documents, specifications and contract requirements that the City reserves the right to reject any and all bids;

WHEREAS, the City notified all bidders in its bid documents, specifications and contract requirements that the City may reject a bid for poor performance in execution of work under a previous City of Corpus Christi contract;

WHEREAS, the City's Charter provides that "[t]he Council shall determine the most advantageous bid or proposal for the City." Art. X Sec. 2(c), Charter of the City of Corpus Christi;

WHEREAS, Salinas Construction Technologies Ltd. ("Salinas") was the apparent lowest bidder, Berry Contracting LP dba Bay Ltd. ("Bay") was the apparent second lowest bidder; and Haas-Anderson Construction Ltd. ("Haas") was the apparent third lowest bidder;

WHEREAS, the City's Consultant Engineer for the Project has investigated the management, performance, quality, and other issues affecting the present responsibilities of Salinas, as detailed in the Consultant's recommendation, attached as **Exhibit A**;

WHEREAS, Salinas had an opportunity to respond to the Consultant's recommendation, has met with the City to discuss the issues affecting their present responsibility and has had additional opportunities to present documentation to support their position, attached as **Exhibit B**;

WHEREAS, Salinas was awarded the Horne Road – Ayers Street to Port Avenue Project (Project No. E12100) on August 26, 2014, and their current performance on that project is unsatisfactory, as detailed in the letters from the City's Consultant Engineer for the Horne Road project, attached as **Exhibit C**;

WHEREAS, Salinas disclosed on their Statement of Experience that they are currently in litigation with the City of Seguin, Texas. The pleadings filed by Salinas on November 19, 2013, and by the City of Seguin on November 18, 2014, are attached as **Exhibit D**; and

WHEREAS, the City has reviewed and finds that there are serious and compelling reasons affecting the present responsibilities of Salinas to justify rejecting Salinas' bid for the Project and not considering Salinas for award of the contract.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS, THAT:

Section 1. The amounts of \$200,000 from Fund 3551 Street 2015 GO Project #E13100 Santa Fe from Elizabeth to Hancock, \$953,920 from Fund 4097 Water 2015 CIP Fund Project #E14065 Future Programmed Utility Support, \$202,880 from Fund 4254 Wastewater 2015 CIP Project #E14015 City-Wide Collection System Indefinite Delivery/Indefinite Quantity Program and \$138,552 from Fund 3497 Storm Water 2013 Revenue Bond Project #E12146 Storm Water Lifecycle Pipe Rehabilitation and Replacement are transferred and appropriated into the Waldron Road from Caribbean Street to Glenoak Project (Bond 2014).

Section 2. The FY 2015 Capital Improvement Budget adopted by Ordinance No. 030303 is changed to increase expenditures in the amount of \$1,495,352.

Section 3. The above and foregoing recitals are hereby found to be true and correct and are incorporated as findings of fact. After reviewing the information contained within the attached exhibits, the City Council further finds and determines:

1. The Waldron Road project (Project No. E13099) is a major arterial feeder road to the Flour Bluff Independent School District facilities, and it is very important that the project schedule be maintained in order to minimize disruption to school traffic and activities.
2. Salinas has demonstrated a lack of performance in maintaining project schedules, which directly impacts residents, businesses and the traveling public.
3. The Waldron Road project design has been optimized to minimize construction delays and incorporates local methods of construction, cement stabilization of existing base and sand, in an area with a high water table that requires local knowledge and experience.
4. Salinas has demonstrated a lack of successful experience with proposed construction techniques in areas close to the Waldron Road project.
5. Salinas completed Greenwood Drive Street Improvements, Phase 1 (Project No. 6277) behind schedule with quality issues and failed to properly follow plans and specifications.
6. Salinas completed Garcia Arts Education Center Area Street Improvements (Project No. 6133/6134) behind schedule with quality issues and failed to properly follow plans and specifications.
7. Salinas completed Jamaica Street (Project No. 6139) behind schedule with quality issues.
8. The Azores/Catcay project (Project No. 6156/6155) and Jamaica Street project (Project No. 6139) resulted in months of litigation to resolve outstanding issues with delayed completion, quality, drainage, ADA violations and failure to properly follow plans and specifications.
9. Salinas is currently behind schedule on Horne Road Construction (Project No. E12100) and does not have or has not committed the necessary resources to put the project back on schedule.

10. Salinas is currently behind schedule on a TxDOT project for ramp reversals in Gregory, Texas and does not have or has not committed the necessary resources to put the project back on schedule.
11. The City of Seguin filed a failure to perform complaint with Salinas' bonding company and is currently in litigation with Salinas and their bonding company.

Section 4. City Council has determined that Salinas is not a responsible bidder, and is therefore, not the lowest responsible bidder in accordance with Section 252.043 of the Local Government Code. As such, a contract cannot be legally awarded to Salinas.

Section 5. As the City has the right to reject any and all bids, and, as it is in the best interest of the City to reject Salinas' bid for the Project, Salinas' bid received on February 25, 2015, for the Project is hereby rejected in the interest of the public.

Section 6. It is in the City's best interest to declare Bay to be the lowest responsible bidder whose bid is the most advantageous to the City for the Project.

Section 7. In accordance with Section 252.043, which requires the City to award this contract to the lowest responsible bidder, the City Council determines that Bay is the lowest responsible bidder and therefore the successful bidder for the Project.

Section 8. The City Manager or designee is authorized to execute a contract with Berry Contracting LP dba Bay Ltd in the amount of \$2,580,631.90 for the Waldron Road from Caribbean Drive to Glenoak Drive Project.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2015, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2015, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

PASSED AND APPROVED this the _____ day of _____, 2015.

ATTEST:

CITY OF CORPUS CHRISTI

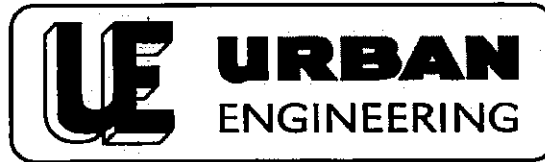
Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

EXHIBIT A

Consultant's Recommendation

Urban Engineering's recommendation as to the responsibilities of the 3
apparent lowest bidders for Waldron Road from Caribbean Drive to
Glenoak Drive (Bond 2014) (City Project No. E13099)



Job No. 42848.00.00

March 5, 2015

TRANSMITTED VIA EMAIL
AND ORIGINAL MAILED

Jerry Shoemaker, P. E.
City of Corpus Christi
P O Box 9277
Corpus Christi, Texas 784699

Subject: Waldron Road from Caribbean Drive to Glenoak Drive (Bond 2014)
City Project No.: E13099

Dear Jerry:

Pursuant to Section 00 45 16 Statement of Experience; Urban Engineering has reviewed the two supplied experience records from two low bidders. The third low bidder has not submitted their experience record and is therefore disqualified from consideration of award of the Waldron Road (E13099) Bond 2014 project. The two low bidders that have submitted experience records are from Salinas Construction Technologies, LTD and Berry Contracting, LP - DBA Bay LTD. Urban Engineering has reviewed the bids and experience records as submitted and provide the following recommendation.

Salinas Construction Technologies has current contracts with the City of Corpus Christi (Horne Road) and Texas Department of Transportation (Gregory ramp reversal). These projects are behind schedule and the contractor does not have or has not committed the necessary resources to put projects back on schedule. On another project in the area the municipality with whom Salinas Construction Technologies is contracted has been forced to file a failure to perform complaint with the bonding company. This project is currently in litigation. The last project completed by Salinas Construction Technologies for the City of Corpus Christi was the Greenwood Project in 2009-2010 which was also completed behind schedule. Additional information provided in the experience record indicates projects with TxDOT that have been completed were also behind schedule.

The Waldron Road project for which contract award is being considered is a major arterial feeder road to the Flour Bluff Independent School District facilities. Project scheduling is a critical element and has been established to accomplish, to the extent possible, work in the summer months to minimize disruption to school traffic and activities. The allotted project days are very short and the awarded contractor will be required to devote significant resources and capabilities to complete within the stipulated contract days. Project design is also optimized to minimize construction delays. The design incorporates local methods of construction, cement stabilization of existing base and sand, in an area with a high water table that requires local knowledge and experience. The experience record indicates that Salinas Construction Technologies does not have demonstrated resources or capacity to accomplish required work within mandated schedules nor does it have requisite experience working with and in the materials particular to this project location and design.

(361)854-3101

2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404

FAX (361)854-6001

www.urbaneng.com

TBPE Firm #145

TBPLS Firm #10032400

Urban Engineering does not recommend award of the Waldron Road project E13099 to Salinas Constructions Technologies based on the following reasons.

1. Demonstrated lack of performance in maintaining schedule on an on-going project with the City of Corpus Christi and others.
2. Non-performance and current disbarred status with another municipality due to current litigation.
3. Lack of experience with proposed construction techniques.

The reasons stated above are sufficient under Section 00 21 13, Article 21 Rejection of Bid, paragraphs 21.01 and 21.02 to warrant the City of Corpus Christi's rejection of the bid from Salinas Construction Technologies.

Urban Engineering recommends award of the Waldron Road Project E13099 to the second low responsive bidder, Berry Contracting, LP - DBA Bay LTD. Urban Engineering has reviewed the bid and experience records of Berry Contracting, LP Bay LTD, and is of the opinion that they have the requisite experience, resources and capabilities to perform the contract as bid and scheduled.

Sincerely,
URBAN ENGINEERING



Murray F. Hudson, P. E.

MFH/ek
Enclosure

xc: Salinas Constructions Technologies, LTD
Berry Contracting, LP - DBA Bay LTD

EXHIBIT B

**Documentation provided by Salinas Construction Technologies, LTD for
consideration of Waldron Road from Caribbean Drive to Glenoak Drive
(Bond 2014) (Project No. E13099)**

- 1. Form 00 45 16 Statement of Experience**
- 2. Letter from Attorney Abel Herrero with attachments, dated March 17, 2015**
- 3. Letter from Attorney Abel Herrero, dated April 23, 2015**

00 45 16 STATEMENT OF EXPERIENCE

ARTICLE 1 – REQUIREMENT TO PROVIDE A STATEMENT OF EXPERIENCE

- 1.01 To be considered a responsive Bidder, the three lowest Bidders must complete and submit the Statement of Experience within 5 days after the date Bids are due to demonstrate the Bidders' responsibility and ability to meet the minimum requirements complete the Work. Failure to submit the required information in the Statement of Experience may result in the Owner considering the Bid non-responsive and result in rejection of the Bid by the Owner. The Bid Security of the Bidder will be forfeited if Bidder fails to deliver the Statement of Experience in an attempt to be released from its Bid. Bidders may be required to provide supplemental information if requested by the Owner to clarify, enhance or supplement the information provided in the Statement of Experience.
- 1.02 Bidders must provide the information requested in this Statement of Experience using the forms attached to this Section. A copy of these forms can be provided in Microsoft Word to assist with the preparation of the Statement of Experience. Information in these forms must be provided completely and in detail. Information that cannot be totally incorporated in the form may be included in an attachment to the form. This attachment must be clearly referenced by attachment number in the form, and the attached material must include the attachment number on every sheet of the attachment. The attachment must include only the information that responds to the question or item number to which the attachment information applies.

ARTICLE 2 – EXPERIENCE REQUIREMENTS

- 2.01 The Bidder agrees that, in addition to determining the apparent low Bid, the Owner will consider the responsiveness of the Bids and the responsibility of the Bidders in awarding a Contract for this Project. Information that indicates the Bidder or a Subcontractor is not responsible or that might negatively impact a Bidder's ability to complete the Work within the Contract Time and for the Contract Price may result in the Owner rejecting the Bid.
- ~~2.02 If none of the three apparent low Bidders are deemed responsible, the Owner may notify the next apparent low Bidders in order, who will then be required to submit the Statement of Experience for review, until a Contract is awarded or all Bids have been rejected.~~
- ~~2.03 The Bidder is responsible for the accuracy and completeness of all of the information provided by the Bidder or a proposed Subcontractor in response to this Statement of Experience.~~
- 2.04 Provide general information about the organization as required in Table 1. Describe the organizational structure of the Bidder's organization as it relates to this Project in Table 2.
- 2.05 Provide information on the experience of proposed key personnel.
- A. Provide information on the key personnel that will be actively working on this Project in Tables 3 through 6. Key personnel include the Project Manager, Project Superintendent, Safety Manager, and Quality Control Manager. If key personnel are to fulfill more than one of the roles listed above, provide a written narrative describing how much time will be devoted to each function, their qualifications to fulfill each role, and the percentage of their time that will be devoted to each role. If the individual is not to be devoted solely to this

Project, indicate how that individual's time is to be divided between this Project and other assignments.

- B. The Bidder may provide information on an alternate individual if the Bidder is not able to commit to one individual for the Project at the time the Bid is submitted. Qualifications of these individuals will be considered in determining whether the experience of the Bidder meets the minimum requirements. The Bidder must provide the services of the proposed key personnel for the life of the Project as a condition of qualification. Failure to provide the proposed Key Personnel may result in the disqualification of the Bidder and may void the award of the Contract.
- C. Provide biographical information for each primary and alternate candidate as an attachment that includes: technical experience, managerial experience, education and formal training, and a work history which describes project experience, including the roles and responsibilities for each assignment. Additional information demonstrating experience that meets the minimum requirements in this Statement of Experience should also be included. Bidders are to include a list of the current project assignments for each of the individuals proposed, the anticipated completion date for this assignment, and the percentage of the time they will have available to devote to this Project to demonstrate their availability for this project.
- D. The Project Manager and Project Superintendent must have at least 5 years' recent experience in the management and oversight of projects of a similar size and complexity to this Project. This experience must include scheduling of manpower and materials, safety, coordination of Subcontractors, experience with the submittal process, Federal and State wage rate requirements, and contract close-out procedures. The Project Superintendent is to be present at the Site at all times that Work is being performed. Foremen must have at least 5 years' recent experience in similar work and be subordinate to the Project Superintendent. Foremen cannot act as a superintendent without prior written approval from the Owner.

2.06 Provide information on the project experience and past performance of the organization and Key Personnel.

- A. Provide a list of projects currently under construction and projects completed by the Organization in the last 5 years using copies of Table 7. Highlight the project information that demonstrates the experience of Bidder with similar projects and the experience of proposed Key Personnel. Experience must include the satisfactory completion of at least five similar projects within the last 5 years for the Bidder's organization and for proposed Key Personnel, that are equal to or greater in size and magnitude than the current Project.
- B. In determining the responsibility of the Bidder, the Owner will consider the Bidder's past projects and any substandard quality of workmanship on completed projects. The Owner will consider whether the Bidder's past project experience shows substandard quality of workmanship, issues related to a substandard appearance of the completed work, the amount of warranty or rework required, problems with durability and maintainability of the completed project, and problems with the lack of quality of documentation provided. In addition to the work produced, the Owner may consider issues related to the quality of construction practices, responsiveness to the owner's needs during construction, an inability to work in the spirit of partnering, and any non-responsiveness of the Bidder to

make warranty corrections. Information to make this determination will come from Owner's interviews with references provided for this project. By listing reference contact information in this Statement of Experience, Bidder indicates its approval for OPT to contact the individuals listed as a reference.

- 2.07 The Owner will consider any percentages in excess of 15 percent of change orders for projects as an indicator of ability to complete Projects within the Contract Price. Provide a tabulation of budget performance on all projects completed by the Bidder within the last 5 years on Table 8 to demonstrate the ability of the Bidder to complete projects for the Contract Price. Lines may be added beneath project change order breakdowns to add explanatory comments.
- 2.08 Provide information to demonstrate the ability of the Bidder to complete projects on time. Bidders are to provide a tabulation of all projects completed by the Organization within the last 5 years on Table 9 to demonstrate performance in completing projects on time. Comments may be added to the tabulations to indicate the reasons for amending completion dates.
- 2.09 Provide information to demonstrate the ability of the Bidder to provide subcontracting opportunities that will meet the Owner's established goals for Minority, MBE, and DBE participation in the Project. List all Work to be performed by qualified Minority, MBE, and DBE proposed Subcontractors or Suppliers in Table 10. Include percentages of Work subcontracted to each to demonstrate compliance with Owner's stated goals.

ARTICLE 3 – STATEMENT OF EXPERIENCE REQUIREMENTS

- 3.01 Provide one printed copy of the Statement of Experience using the referenced tables and narrative descriptions as described in Article 2. Pages are to be 8-1/2 x 11 pages using a minimum font size of 10. A limited number of 11 x 17 sheets may be used, and must be folded to the size of an 8-1/2 x 11 page.
- 3.02 Provide a digital copy of the Statement of Experience in Portable Document Format (PDF) on a CD, portable drive, or other digital recording device. This digital copy is to include all information required to evaluate the Bid and should match the content of the printed copy of the Bid. When creating the digital copy:
 - A. Create PDF documents from native format files.
 - B. Rotate pages so that the top of the document appears at the top of the file when opened in PDF viewing software.
 - C. Submit PDF documents with adequate resolution to allow documents to be printed in a format equivalent to the original documents. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 11 x 17 paper.
 - D. Submit color PDF documents if color is used in the printed version of the documents.

Table 1 – Organization Information

Organization doing business as:	SALINAS CONSTRUCTION TECHNOLOGIES, LTD		
Business Address of Principal Office	3734 FM 3006 PLEASANTON, TX 78064		
Telephone No.	830-281-3500	Website	N/A
Form of Business (check one)	<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual		

If a Corporation			
State of Incorporation	N/A	Date of Incorporation	
Chief Executive Officer's Name		President's Name	
Vice President's Name(s)			
Secretary's Name		Treasurer's Name	

If a Partnership	
Date of Organization	AUGUST 1993
Form of Partnership:	<input type="checkbox"/> General <input checked="" type="checkbox"/> Limited

If an Individual	
Name	N/A
Ownership of Organization	
List of companies, firms, or organizations that own any part of the organization.	
Names of Companies, Firms, or Organizations	Percent

Organization History		
List of names that this organization currently, has, or anticipates operating under including the names of related companies presently doing business.		
Names of Organizations	From Date	To Date
SALINAS CONSTRUCTION TECHNOLOGIES, INC	AUG. 1993	DEC. 2003
SALINAS CONSTRUCTION TECHNOLOGIES, LTD	DEC. 2003	PRESENT

Indicators of Organization Size	
Average number of current full-time employees	90
Average estimate of revenue for the current year	\$16,000,000.00

Statement of Experience
Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Table 1 – Organization Information

Surety	
Name of Surety	ZURICH AMERICAN INSURANCE CO.
Surety is a corporation organized and existing under the laws of the state of	TEXAS
Is surety authorized to provide surety bonds in the State of Texas?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business)	P.O. BOX 968022 SCHAUMBER, IL 60196
Physical Address(principal place of business)	SAME
Telephone (Main)	800-654-5155
Telephone (for Notice of Claim)	SAME
Local Agent for Surety	TIME INSURANCE AGENCY
Address for Local Agent	1405 E. RIVERSIDE DR AUSTIN, TX 78741
Telephone for Local Agent	800-440-0989
Insurance	
Name of Insurance Provider	Time Insurance Agency
Provider is a corporation organized and existing under the laws of the state of	TEXAS
Is Provider licensed or authorized to issue insurance policies in the State of Texas?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does Provider have an A.M. Best Rating of A-VIII or Better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business)	1405 E. Riverside Drive Austin, TX 78741
Physical Address(principal place of business)	SAME
Telephone (Main)	512-637-9740
Telephone (for Notice of Claim)	SAME
Local Agent for Provider	Janie Schick
Address for Local Agent	SAME
Telephone for Local Agent	SAME
Financial Summary Information	
Date of Bidder's most current financial statement	MARCH 21, 2014
Date of Bidder's most current audited financial statement	DECEMBER, 31, 2013
Financial indicators from the most current financial statement:	
Bidder's Current Ratio (Current Assets / Current Liabilities)	3,033,669.00
Bidder's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) / Current Liabilities)	7,102, 983.00

Statement of Experience

Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Table 1 – Organization Information

Organization doing business as:	SALINAS CONSTRUCTION TECHNOLOGIES, LTD										
Previous History with Owner											
List projects that have been completed with the Owner over the last 5 years. If more than 5 projects, list only the most recent.											
Project Name											Year
1	GREENWOOD										2010
2	GARCIA ARTS										2009
3	JAMAICA STREET										2006
4	AIRLINE										2004
5											
Construction Site Safety Experience											
Provide Bidders Experience Modification Ratio (EMR) History for the last 3 years. Provide documentation of the EMR.											
Year		EMR		Year		EMR		Year		EMR	
Previous Bidding and Construction Experience											
Has Bidder or a predecessor organization ever been disqualification as a bidder within the last 5 years? List Projects below and provide full details in a separate attachment if yes.											
NO											
Has Bidder or a predecessor organization been released from a bid or proposal in the past five years? List Projects below and provide full details in a separate attachment if yes.											
NO											
Has Bidder or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it? List Projects below and provide full details in a separate attachment if yes.											
NO											
Has Bidder or a predecessor organization been involved in claims or litigation involving project owners within the last 5 years? List Projects below and provide full details in a separate attachment if yes.											
YES. FILED WITH CITY OF SEGUIN											
Have liens or claims for outstanding unpaid invoices been filed against the Bidder for services or materials on any projects begun within the preceding 2 years. Specify the name and address of the party holding the lien or making the claim, the amount and basis for the lien or claim, and an explanation of why the lien has not been released or that the claim has not been paid if yes.											
NO											

Statement of Experience

Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Table 2 – Project Information

Organization doing business as:		SALINAS CONSTRUCTION TECHNOLOGIES	
Proposed Project Organization			
Provide a brief description of the organizational structure proposed for this project indicating the names and functional roles of proposed key personnel and alternates.			
DANIEL SALINAS, CONSTRUCTION MANAGER GILBERT SALINAS, GENERAL SUPERINTENDANT JOSE LUIS Y. DAVILA, SENIOR PROJECT MANAGER DARRAL SIKES, GENERAL CONCRETE SUPERINTENDENT DERRICK SALINAS, SAFETY / COMPLIANCE MANAGER OCTAVIO GARZA, PROJECT FOREMAN PEDRO GONZALEZ, ASSISTANT PROJECT MANAGER, ASSISTANT SUPERINTENDENT DEBRA MILLER, PROJECT COORDINATOR			
Division of work between Bidder and Proposed Subcontractor and Suppliers			
Provide a list of Work to be self-performed by the Bidder and the Work contracted to Subcontractors and Suppliers for more than 10 percent of the Work (based on estimated subcontract or purchase order amounts and the Contract Price).			
Description of Work	Name of Entity Performing the Work	Estimated Percentage of Contract Price	
GENERAL CONTRACTOR	SALINAS CONSTRUCTION TECHNOLOGIES	97%	
BARRICADES AND MARKINGS	HIGHWAY BARRICADES	3.0%	

Subcontractor Construction Site Safety Experience									
Provide Experience Modification Ratio (EMR) History for the last 3 years for Subcontractors that will provide Work valued at 25% or more of the Contract Price. Provide documentation of the EMR.									
Subcontractor	NA								
Year	EMR	Year	EMR	Year	EMR	Year	EMR	Year	EMR
Subcontractor	NA								
Year	EMR	Year	EMR	Year	EMR	Year	EMR	Year	EMR

Table 3 – Proposed Project Manager

Organization doing business as:		SALINAS CONSTRUCTION TECHNOLOGIES, LTD.	
Primary Candidate			
Name of Individual		JOSE LUIS Y. DAVILA	
Years of experience as Project Manager		34yrs.	
Years of experience with this organization		10yrs.	
Number of similar projects as Project Manager		34	
Number of similar projects in other positions		35	
Current Project Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
City of Corpus Christi Horne Rd		30%	June 4 2015
Tx Dot SH 35 Ramp Reversal San Patricio		15%	April 152015
Reference Contact Information			
Name	Juan Martinez	Name	Jesse Riez
Title/Position	Project Manager	Title/Position	Senior Construction Inspector
Organization	City Of San Antonio	Organization	City Of San Antonio
Telephone	210-508-8337	Telephone	210-323-2378
Email		Email	
Project		Project	
Role on project		Role on project	
Alternate Candidate			
Name of Individual		Darral Sikes	
Years of experience as Project Manager		25yrs.	
Years of experience with this organization		1yr	
Number of similar projects as Project Manager		20	
Number of similar projects in other positions		60+	
Current Project Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Tx Dot SH 35 Ramp Reversal San Patricio		30%	April, 2015
Tx Dot Medina FM 462		30%	August, 2015
Reference Contact Information			
Name	Jaime Gonzalez	Name	Lawrence Neal
Title/Position	Project Manager	Title/Position	Project Manager
Organization		Organization	
Telephone	1-210-632-0329	Telephone	1-210-880-7976
Email		Email	
Project		Project	
Role on project		Role on project	

Statement of Experience

Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Table 4 – Proposed Project Superintendents

Organization doing business as:		SALINAS CONSTRUCTION TECHNOLOGIES, LTD	
Primary Candidate			
Name of individual		DARRAL SIKES	
Years of experience as Project Superintendent			
Years of experience with this organization		SEE TABLE 3	
Number of similar projects as Superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	
Alternate Candidate			
Name of individual		OCTAVIO GARZA	
Years of experience as Project Superintendent		20yrs	
Years of experience with this organization		2YRS 9MOS	
Number of similar projects as Superintendent		30	
Number of similar projects in other positions		44	
Current Project Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Tx Dot SH 35 Ramp Reversal San Patricio		95%	April, 2015
Reference Contact Information			
Name	Fredricko Gomex	Name	Jaime Garza
Title/Position	Equipment Superintnedent	Title/Position	Project Manager
Organization	Salinas Construction	Organization	Diversified
Telephone	956-990-1096	Telephone	256-3791
Email		Email	
Project		Project	
Role on project		Role on project	

Statement of Experience

Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Table 5 – Proposed Project Safety Managers

Organization doing business as:	SALINAS CONSTRUCTION TECHNOLOGIES, LTD		
Primary Candidate			
Name of individual	DERRICK SALINAS		
Years of experience as Project Safety Manager	6 yrs		
Years of experience with this organization	6 yrs		
Number of similar projects as Safety Manager	18		
Number of similar projects in other positions	40		
Current Project Assignments			
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
Various Projects	25%		
Reference Contact Information			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	
Alternate Candidate			
Name of individual			
Years of experience as Project Safety Manager			
Years of experience with this organization			
Number of similar projects as Safety Manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date	
Reference Contact Information			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	

Statement of Experience

Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Table 6 – Proposed Project Quality Control Managers

Organization doing business as:		SALINAS CONSTRUCTION TECHNOLOGIES, LTD	
Primary Candidate			
Name of individual		Arias And Associates	
Years of experience as Quality Control Manager			
Years of experience with this organization			
Number of similar projects as Quality Manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	
Alternate Candidate			
Name of individual			
Years of experience as Quality Control Manager			
Years of experience with this organization			
Number of similar projects as Quality Manager			
Number of similar projects in other positions			
Current-Project-Assignments			
Name of Assignment		Percent of Time Used for this Project	Estimated Project Completion Date
Reference Contact Information			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	

Statement of Experience

Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Table 7 – Current Projects and Projects Completed within the Last 5 Years

Project Owner	TX DOT	Project Name	ATASCOSA CO. FM 99
General Description of Project	HEAVY CIVIL		

Project Budget and Schedule Performance		Schedule Performance	
Budget History	% of Bid	WEATHER DELAYS-TIME SUSPENDED 4 MONTHS	Days
Bid		Notice to Proceed	242
Change Orders	47%	Contract Substantial Completion Date at Notice to Proceed	239
Owner Enhancements	25%	Contract Final Completion Date at Notice to Proceed	242
Unforeseen Conditions	50%	Change Order Authorized Substantial Completion Date	258
Design Issues	12.4%	Change Order Authorized Final Completion Date	263
Total		Actual / Estimated Substantial Completion Date	258
Final Cost	113%	Actual / Estimated Final Completion Date	263

Key Project Personnel			
Name	Project Manager	Project Superintendent	Safety Manager / Quality Control Manager
Percentage of time devoted to the Project Proposed for this Project	JOSE DAVILA	ARTURO CAVAZOS	ARTURO CAVAZOS
Did Individual start and complete the project?	50%	90%	90%
Reason for change	JOSE DAVILA	ARTURO CAVAZOS	ARTURO CAVAZOS
	YES	YES	YES

Reference Contact Information			
Owner	Designer	Construction Manager	Surety
GREGORY BIEDIGER	DANIEL SALINAS	SALINAS CONSTRUCTION	AMY SMITH
PROJECT MANAGER	CONSTRUCTION MANAGER	TIME INSURANCE AGENCY	
TX DOT			
Organization	Organization	Organization	Organization
830-426-2522	830-281-3500	512-637-9744	
Telephone	Telephone	Telephone	Telephone
gregory.biediger@txdot.gov	sctld@yahoo.com	asmith@timeinsurance.com	
Email	Email	Email	Email

Issues / disputes resolved or pending resolution by arbitration, litigation, or dispute review boards

Statement of Experience
 Waldron Road—Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Number of
issues resolved

Total amount involved in
resolved issues

Number of issues
pending

Total amount involved in
resolved issues

Table 7 – Current Projects and Projects Completed within the Last 5 Years

Project Owner	TX DOT	Project Name	KARNES COUNTY US 181	
General Description of Project HEAVY CIVIL				
Project Budget and Schedule Performance				
Budget History		Schedule Performance		
	Amount	% of Bid	Date	Days
Bid	\$1,783,536.97		2-4-13	80
Change Orders	\$139,113.62	7.8%	5-23-13	73
Owner Enhancements			6-6-13	80
Unforeseen Conditions			10-21-13	97
Design Issues			10-21-13	97
Total			10-28-13	102
Final Cost	\$1,922,650.59	107.8%	11-6-13	109
Key Project Personnel				
Name	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Percentage of time devoted to the Project	NIKO SALINAS	CHALEO	CHALEO	
Proposed for this Project	50%	100%	100%	
Did Individual start and complete the project?	NIKO SALINAS	CHALEO	CHALEO	
If not, who started or completed the Project in their place?	YES	YES	YES	
Reason for change				
Reference Contact Information				
Name	Title/Position	Organization	Telephone	Email
RALPH CONDRA	PROJECT MANAGER	TX DOT	830-780-3993	Ralph.condra@txdot.gov
DANIEL SALINAS	CONSTRUCTION MANAGER	SALINAS CONSTRUCTION	830-281-3500	scctkd@yahoo.com
AMY SMITH		TIME INSURANCE	512-637-9744	asmith@timeinsurance.com
Issues / disputes resolved or pending resolution by arbitration, litigation, or dispute review boards				
Number of issues resolved	Total amount involved in resolved issues	Number of issues pending	Total amount involved in resolved issues	

Statement of Experience
 Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099.

Table 7 – Current Projects and Projects Completed within the Last 5 Years

Project Owner	TX DOT	Project Name	BEXAR COUNTY IH 10
General Description of Project	HEAVY CIVIL		
Project Budget and Schedule Performance			
Budget History			
	Amount	% of Bid	
Bid	\$1,073,789.27		Notice to Proceed Date 6-26-13 Days 97
Change Orders	\$13,195.25	1.2%	Contract Substantial Completion Date at Notice to Proceed Date 11-12-13 Days 89
Owner Enhancements			Contract Final Completion Date at Notice to Proceed Date 11-21-13 Days 97
Unforeseen Conditions			Change Order Authorized Substantial Completion Date Date 11-12-13 Days 97
Design Issues			Change Order Authorized Final Completion Date Date 11-31-13 Days 97
Total			Actual / Estimated Substantial Completion Date Date 11-12-13 Days 97
Final Cost	\$1,086,984.52	101%	Actual / Estimated Final Completion Date Date 11-31-13 Days 97
Key Project Personnel			
Name	Project Manager	Project Superintendent	Safety Manager
NIKO SALINAS	FELIPE ROJAS	FELIPE ROJAS	FELIPE ROJAS
Percentage of time devoted to the Project	50%	100%	100%
Proposed for this Project	NIKO SALINAS	FELIPE ROJAS	FELIPE ROJAS
Did individual start and complete the project?	YES	YES	YES
If not, who started or completed the Project in their place?			
Reason for change			
Reference Contact Information			
Name	Title/Position	Organization	Telephone
COOTER JUNGMAN	PROJECT MANAGER	TX DOT	210-487-1579
Designer			Kenneth.jungman@txdot.gov
Construction Manager	DANIEL SALINAS	SALINAS CONSTRUCTION	830-281-3500
Surety	AMY SMITH	TIME INSURANCE	512-637-9744
Issues / disputes resolved or pending resolution by arbitration, litigation, or dispute review boards			
Statement of Experience			
Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099			

Statement of Experience
Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Number of issues resolved	Total amount involved in resolved issues	Number of issues pending	Total amount involved in resolved issues
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Table 7 – Current Projects and Projects Completed within the Last 5 Years

Project Owner	TX DOT	Project Name	ATASCOSA COUNTY FM 2924	
General Description of Project	HEAVY CIVIL			
Project Budget and Schedule Performance				
Budget History				
	Amount	% of Bid		Days
Bid	\$2,186,637.48		Notice to Proceed	5-6-13
Change Orders	\$42,345.52	1.9%	Contract Substantial Completion Date at Notice to Proceed	3-5-14
Owner Enhancements			Contract Final Completion Date at Notice to Proceed	3-17-14
Unforeseen Conditions			Change Order Authorized Substantial Completion Date	4-8-14
Design Issues			Change Order Authorized Final Completion Date	4-18-14
Total			Actual / Estimated Substantial Completion Date	4-8-14
Final Cost	\$2,228,983.51	102%	Actual / Estimated Final Completion Date	4-18-14
Key Project Personnel				
Name	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
NIKO SALINAS	ARTURO CAVAZOS	ARTURO CAVAZOS	ARTURO CAVAZOS	
Percentage of time devoted to the Project	50%	90%	90%	
Proposed for this Project	NIKO SALINAS	ARTURO CAVAZOS	ARTURO CAVAZOS	
Did Individual start and complete the project?	YES	YES	YES	
If not, who started or completed the Project in their place?				
Reason for change				
Reference Contact Information				
Name	Title/Position	Organization	Telephone	Email
GREGORY BIEDIGER	PROJECT MANAGER	TX DOT	830-426-2522	Gregory.biediger@txdot.gov
Design				
Construction Manager	CONSTRUCTION MANAGER	SALINAS CONSTRUCTION	830-281-3500	sctld@yahoo.com
Surety	AMY SMITH	TIME INSURANCE	512-637-9744	asmith@timeinsurance.com
Issues / disputes resolved or pending resolution by arbitration, litigation, or dispute review boards				

Statement of Experience
Waldron Road—Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Number of issues resolved	Total amount involved in resolved issues	Number of issues pending	Total amount involved in resolved issues
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Table 7 – Current Projects and Projects Completed within the Last 5 Years

Project Owner	TX DOT	Project Name	MEDINA CO. IH 35
General Description of Project	HEAVY CIVIL		
Project Budget and Schedule Performance			
Budget History		Schedule Performance	
Amount	% of Bid	Date	Days
\$1,564,899.84		11-4-13	190
\$7,318.98	46%	7-28-14	182
Owner Enhancements		8-7-14	190
Unforeseen Conditions		7-23-14	185
Design Issues		8-12-14	193
Total		7-9-14	162
Final Cost	100.4%	7-18-14	170
Key Project Personnel			
Name	Project Manager	Project Superintendent	Safety Manager
NIKO SALINAS	NIKO SALINAS	CHUCK BYRD	CHUCK BYRD
Percentage of time devoted to the Project	50%	100%	90%
Proposed for this Project	NIKO SALINAS	CHUCK BYRD	CHUCK BYRD
Did Individual start and complete the project?	YES	YES	YES
If not, who started or completed the Project in their place?			
Reason for change			
Reference Contact Information			
Name	Title/Position	Organization	Telephone
GREGORY BIEDIGER	PROJECT MANAGER	TX DOT	830-426-2522
Designer			
Construction Manager	DANIEL SALINAS	CONSTRUCTION MANAGER	830-281-3500
		SALINAS CONSTRUCTION	sctltid@yahoo.com

Statement of Experience
Waldron Road—Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Surety	AMY SMITH	TIME INSURANCE	512-637-9744	asmith@timeinsurance.com
Issues / disputes resolved or pending resolution by arbitration, litigation, or dispute review boards				
Number of issues resolved	Total amount involved in resolved issues	Number of issues pending	Total amount involved in resolved issues	

Table 8 – Demonstration of Budget Performance

Organization doing business as **SALINAS CONSTRUCTION TECHNOLOGIES, LTD**

Provide information on all projects completed by the Bidder within the last 5 years.

Owner Name	Project Description	Original Contract Price	Owner Enhancements	Unforeseen Conditions	Design Issues	Total Changes	Percent Changes
TX DOT	ATASCOSA CO. FM 99 HEAVY CIVIL	\$3,964,967.27	\$10,000.00	\$20,011.69	\$491,805.81	\$521,817.50	13%
TX DOT	KARNES CO. US 181 HEAVY CIVIL	\$1,783,536.97	\$0.00	\$0.00	\$0.00		
TX DOT	BEXAR COUNTY IH 10 HEAVY CIVIL	\$1,073,789.27	\$0.00	\$0.00	\$0.00		
TX DOT	ATASCOSA COUNTY FM 2924 HEAVY CIVIL	\$2,186,637.48	\$0.00	\$0.00	\$0.00		
TX DOT	MEDINA CO. IH 35 HEAVY CIVIL	\$1,564,899.84	\$0.00	\$0.00	\$0.00		

Table 9 – Demonstration of On-Time Performance

Organization doing business as		SALINAS CONSTRUCTION TECHNOLOGIES, LTD						
Provide information on all projects completed by the Bidder within the last 5 years.								
Owner Name	Project Description	Original Contract Date for Substantial Completion	Original Contract Date for Final Completion	Amended Contract Date for Substantial Completion	Amended Contract Date for Final Completion	Actual Contract Date for Substantial Completion	Actual Contract Date for Final Completion	
TX DOT	ATASCOSA CO. FM 99 HEAVY CIVIL	12-11-13	12-16-13	4-25-14	5-2-14	4-25-14	5-2-14	
TX DOT	KARNES CO. US 181 HEAVY CIVIL	5-23-13	6-6-13	10-21-13	10-21-13	10-28-13	11-6-13	
TX DOT	BEXAR COUNTY IH 10 HEAVY CIVIL	11-12-13	11-21-13	11-12-13	11-31-13	11-12-13	11-31-13	
TX DOT	ATASCOSA COUNTY FM 2924 HEAVY CIVIL	3-5-14	3-17-14	4-8-14	4-18-14	4-8-14	4-18-14	
TX DOT	MEDINA CO. IH 35 HEAVY CIVIL	7-28-14	8-7-14	7-23-14	8-12-14	7-9-14	7-18-14	

Statement of Experience
 Waldron Road–Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Statement of Experience
Waldron Road-Caribbean Drive to Glenoak Drive (BOND 2014), Project E13099

Table 10 – Demonstrated Minority, MBE, DBE Participation

Organization doing business as	SALINAS CONSTRUCTION TECHNOLOGIES, LTD		
Project Subcontractors and Suppliers			
Provide a list of anticipated Minority, MBE, DBE Subcontractors or Suppliers contracts that will be used to demonstrate compliance with the Owner's Minority / MBE / DBE Participation Policy			
Name	Work to be Provided	Estimated % of Contract Price	Minority, MBE, or DBE Firm
SALINAS CONSTRUCTION TECHNOLOGIES, LTD.	PRIME CONTRACTOR	74%	DBE
HIGHWAY BARRICADES	BARRICADES & STRIPING	3%	
HOSS PAVING, INC	PAVING	23%	

ARTICLE 4 – CERTIFICATION

4.01 By submitting this Statement of Experience and related information; Bidder certifies that it has read this Statement of Experience and that Bidder's responses are true and correct and contain no material misrepresentations; and that the individual signing below is authorized to make this certification on behalf of the Bidder's organization. The individual signing this certification shall attach evidence of individual's authority to bind the organization to an agreement.

Bidder: SALINAS CONSTRUCTION TECHNOLOGIES, LTD

(typed or printed)

By: 

(individual's signature)

Name: DANIEL SALINAS

(typed or printed)

Title: CONSTRUCTION MANAGER

(typed or printed)

Designated Representative:

Name: Daniel Salinas

Title: Construction Manager

Address: 3734 FM 3006

PLEASANTON, TX 78064

Telephone No.: 830-281-3500

Email: sctltd@yahoo.com

END OF SECTION

HERRERO & LOFTIN, PLLC*Attorneys at Law*

Abel Herrero

abel@herrero loftin.com

Jennifer K. Loftin

jennifer@herrero loftin.com

606 N. Carancahua, Suite 506

Wilson Plaza

Corpus Christi, Texas 78401

Phone: (361) 882-1882

Facsimile: (844) 270-4827

March 17, 2015

Via CM/RRR**And Via Email: JerryS2@cctexas.com**

City of Corpus Christi

P.O. Box 9277

Corpus Christi, Texas 78469

Attn: Jerry Shoemaker, P.E.

Re: Salinas Construction Technologies, LTD. bid for
Waldron Road from Caribbean Dr. to Glenoak Dr.
Bond 2014/City Project No. E13099
Our File No.: 14.017

Dear Mr. Shoemaker:

On behalf of our client, Salinas Construction Technologies, LTD ("Salinas"), we submit the following response to Urban Engineering's letter, dated March 5, 2015, signed by Murray F. Hudson, P.E., regarding its recommendations for the Waldron Road Project referenced above ("Urban's letter"). In recommending to the City of Corpus Christi ("the City") that the Waldron Road Project E13099 not be awarded to Salinas, Urban Engineering identifies three reasons. However, because those reasons listed are misleading, inaccurate, or false, as it relates to Salinas, we strongly request that you disregard Urban's letter completely.

MISLEADING:

In claiming that Salinas has "[d]emonstrated lack of performance in maintaining schedule on an on-going project with the City of Corpus Christi..." Urban Engineering is misleading the City to believe that the reason for an on-going project not remaining on schedule is due to Salinas' fault. However, a careful review of that on-going project (Horne Project) reveals that several City utility conflicts have caused the Horne Project to be behind schedule. For example, attached for your convenience is a copy of the first Time Impact Analysis (TIA-01) for the Water Re-Alignment with existing City Utility Conflict for 45 Days. In addition, due solely to the City utility conflicts, the new water main for the Horne Project was relocated twice from the original planned location. As another example, in a previous City project, Greenwood Drive Phase I (SPID to Gollihar) [City Project No. 6277], the City's change orders for additional work accounted for extending that project from the original 210 contract days to 645 contract days. Attached for your convenience is a copy of the Final Payment for the Greenwood Project. Thus, to imply that Salinas is incapable of maintaining a project on schedule is misleading because factors beyond Salinas' control have in fact been the cause for delay.

March 17, 2015

INACCURATE:

Urban Engineering is also inaccurate in alleging that Salinas is in "disbarred status" with another municipality because of "non-performance" on its part. Pursuant to the terms of the contract with the City of Seguin, because Salinas had fulfilled its obligations but had not yet received payment for its completed work, Salinas was required to initiate a suit to recover monies owed to it by the City of Seguin. Thus, the suit was not filed against Salinas for "non-performance." Instead, Salinas was forced to file suit due to the City of Seguin's non-payment. Moreover, Salinas' suit against the City of Seguin has been on file since September, 2013. In November of 2014, more than a year after suit was initiated against City of Seguin by Salinas, City of Seguin filed a counterclaim, which is being vigorously challenged and defended by Salinas. Subsequent to the date of Salinas filing its suit against City of Seguin, the City of Corpus Christi has previously awarded a project to Salinas without that suit being an issue. Therefore, because the suit referenced by Urban was initiated by Salinas against City of Seguin for nonpayment, it should not be used as a pretext for denying Salinas the Waldron Road Project.

FALSE:

Urban's letter is also blatantly false when it claims that Salinas lacks "experience with proposed construction techniques." Not only does Salinas have experience with the proposed construction techniques, but it also has successfully utilized them in areas close to the Waldron Road Project. Specifically, after being awarded the work by the City of Corpus Christi, Salinas utilized the same techniques in similar conditions when it successfully completed the projects at Catcay and Azores Streets, as well as Jamaica and Caribbean Streets, which are all approximately within a quarter mile from the proposed Waldron Road Project. Therefore, because Salinas does in fact have experience with the proposed construction techniques, Urban Engineering should not be permitted to give false information in denying Salinas the Waldron Road Project.

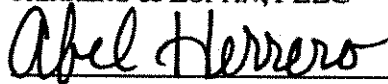
OTHER FACTORS:

Urban's letter should not only be dismissed for the reasons explained above, but also because it is contrary to state law. Under Texas law, a contract must be awarded to the lowest responsible bidder since the Waldron Road Project is a contract for the construction of "...streets,...utilities...etc." Given that the Urban letter is riddled with flaws, it must be set aside and withdrawn from consideration. As such, Salinas' bid remains the lowest responsible bidder.

We hope the City of Corpus Christi gives our letter serious consideration and rejects the defective Urban Engineering letter before taking any action in awarding the Waldron Road Project.

Yours truly,

HERRERO & LOFTIN, PLLC



Abel Herrero

Jennifer K. Loftin

March 17, 2015

cc: **Via Email: MilesR@cctexas.com**

Miles Risley
City of Corpus Christi Attorney
120 North Chaparral, Room 240
Corpus Christi, Texas 78469

Via Email: RonO@cctexas.com

Ronald L. Olson
City Manager of Corpus Christi
1201 Leopard St.
Corpus Christi, Texas 78401



January 25, 2010

35245

Mr. Ken Kaper, P.E.
Construction Services
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277

**RE: GREENWOOD DRIVE PHASE 1 (SPID TO GOLLIHAR)
(CITY PROJECT NO. 6277)**

Dear Ken:

Enclosed is an Application and Certificate for Payment No. 29 (Final Estimate No. 29) from Salinas Construction Ltd for the above referenced project. Final Estimate No. 29 is from 9/21/10 to 1/20/11. A time schedule form for 9/21/10 through 1/20/11 is also included. Payroll documentation was submitted directly to your office by the Contractor.

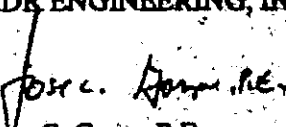
We have verified the status of the work. To the best of our knowledge, it appears that the amount shown on the invoice reflects the work completed during this period. Therefore, we recommend that payment be made to the contractor in the amount of \$228,092.95, which included Change Order #15 for \$14,841.34.

We are finalizing the Record Drawings and they will be submitted to your office shortly.

Please call if you have any questions.

Sincerely,

HDR ENGINEERING, INC.


Jose C. Garza, P.E.
Project Engineer

Enclosure: Application for Payment
Time Schedule Form

cc: Salinas Construction Ltd (Daniel Salinas, & Jose L. Davila)

HDR Engineering, Inc.

855 N. Carancahua
Suite 1800
Corpus Christi, TX 78401-8858

Phone: (361) 857-3211
Fax: (361) 857-7234
www.hdr/inc.com

CHANGE ORDER
 Department of Engineering Services
 City of Corpus Christi, Texas

CHANGE ORDER NO: 15 FUNDING SOURCE: _____ CONTRACT TIME: 364 CD
 Operating Department: Bond 2004 DATE: January 17, 2011
 Name of Project: Greenwood Drive Phase 1 from Gollihar to SPID - Project No. 6277
 Contractor: Salinas Construction Technologies Ltd.

<u>CHANGE AS FOLLOWS:</u>	<u>ADD</u>	<u>DEDUCT</u>
1. Liquidated damages (LDs)		\$77,000
2. Greenwood rideability penalty		\$15,000
3. Compensation for additional traffic control	\$71,522.14	
4. Type D asphalt beyond project limits	\$7,822.17	
5. Red light camera electrical work	\$2,010.55	
6. Additional Storm Water Pollution Prevention	\$7,926.48	
7. Greenwood Illuminated Sign	\$1,000.00	
8. Field Office & Yard	\$16,580.00	
	\$14,841.34	

Why was this change necessary?

1. Assessment of liquidated damages due to work extending beyond the Contract time. 2. Due to imperfections in the roadway surface. 3. Traffic control and barricades required beyond the original Contract time due to Change Orders. 4. Additional Type D asphalt required beyond the Project limits at street intersections for continuity. 5. Electrical work required to make red light camera operational. 6. Storm Water Pollution Prevention controls required beyond the original Contract. 7. Corrections made to illuminated sign. 8. Field office & yard extension.

How can similar changes be avoided in the future?

Additional traffic control, stormwater pollution prevention, and pavement allowances may be included to account for time extensions beyond the original Contract time. Also, additional roadway testing and higher penalties for roadway imperfections and/or liquidated damages for not completing the Project on schedule.

A. CONTRACT PRICE	\$3,787,013.79
B. TOTAL CHANGE ORDER (inc. current)	\$496,242.76
C. NEW CONTRACT PRICE	\$4,283,256.55
D. THIS CHANGE ORDER	\$14,841.34
E. PERCENT TOTAL CHANGE (B/A)	13.10%
F. PREVIOUS ADDN'L TIME AUTHORIZED	210
G. ADDN'L CONTRACT TIME THIS CHANGE ORDER	435
H. TOTAL ADDITIONAL TIME	645

Jose C. Hernandez PE
 Project Engineer
 1/25/11

CITY OF CORPUS CHRISTI, TEXAS

By: _____
 City Engineer

CONTRACTOR

By: *Salinas*
 Title: *General Superintendent*

APPROVED:

 Operating Department

 Director of Management & Budget

 Legal Department

**CITY OF CORPUS CHRISTI - CAPITAL PROGRAMS
PUBLIC BID OPENING - BID RESULTS WORKSHEET**

BID DATE: Wednesday - February 25, 2015 - 2:00 p.m.
 PROJECT: # E13060 Weldon Rd from Caribbean Dr to Glenside Dr
 CONST EST: \$2,195,800 COMPLETION: 180 Calendar Days ADDENDA: 01

(For informational purposes only - this is not a bid tabulation)

Initial	CONTRACTOR	Bid Status	TOTAL BASE BID
✓	HAC	✓ b.b.	② 3,099,951. ⁰⁰
✓	Ray LTD	✓ b.b.	② 2,580,431. ⁹⁰
✓	Rextec Construction Resources, Inc	✓ b.b.	3,476,525. ⁵⁰
✓	Selms Construction Technologies, LTD	✓ b.b.	① 2,426,648. ⁹¹

SALINAS

CONSTRUCTION TECHNOLOGIES, LTD.

3734 F.H. 3006

Pleasanton, Tx. 75084

(830) 281-3500

FAX (830) 281-3501

Time Impact Analysis

TIA-01(RFI-01, 04, 05, 06, 09, & 11)

Waterline Realignment: Waterline Conflict w/Existing Waterline

PROJECT NAME:	Horne Road - Ayers St. to Port Ave.
CONTRACTOR NAME:	SALINAS CONSTRUCTION TECHNOLOGIES, LTD
PERIOD ENDING:	12/02/2014
SUBMITTAL DATE:	02/04/2015
TIA:	TIA-01_WaterRe-Alignment_ExistingConflicts_1406
PREPARED BY:	JOSE LUIS Y. DAVILA

TIA Evaluation Summary	
NTP:	10/27/2014
Data Date:	02/01/2015
Pre-TIA Completion Date:	05/24/2015
Post-TIA Completion Date:	07/24/2015
Number of Days Impacted	45

Background: Description

As described in RFI-01 dated 11/05/2014, RFI-04 & RFI-05 dated 12/03/2014, and RFI-09 dated 12/23/2014 the existing gas and waterline conflicted with the proposed waterline. The waterline was relocated to 2.0' from the ROW and it was discovered immediately after work began that the proposed waterline realignment was now in conflict with the existing waterline. After exploratory excavation to expose but protect the existing AC waterline, a third and final waterline alignment was proposed, reviewed, and approved.

This conflict started on Dec 2, 2014 and was resolved Dec 15, 2014. Work resumed Dec 9, 2014. Schedule was impacted **(14) Calendar Days;**

Impacted time three (3) existing abandoned live water services encountered and broken not located or marked flooding waterline trench, damaging cement stabilize sand, stopping/delaying work from continuing Dec 16, 2014 thru Dec 22, 2014. Work was impacted **(6) Calendar Days;**

Continuing installation of realigned waterline impacted production inefficiencies caused by existing live water services not located and or marked which resulted in additional hand work to

exposed and protect these lines from Dec 23, 2014 thru Jan 16, 2015. Work was impacted which resulted in productions inefficiencies of **(15) Calendar Days**.

Impact to the Schedule:

The existing AC Waterline Conflict TIA-01 delayed the completion of activity:

- DU-080 Install water services
- DU-090 Pressure Test Waterline and Services
- DU-105 Tie-In Water Main

Addition Work to Schedule:

- Placement Cement Stabilize Sand Waterline;
- Hauling off displaced spoil from waterline trench;
- Exploratory of existing wastewater Line B to verify the extent of existing damage;
- Temporary repair and preparation for proposed additional work;
- Additional permanent repair on Line B

Time extension for additional work **(10) Calendar Days**

Summary:

Existing abandoned but live utility conflicts encountered and alignment conflict of existing waterline and services delayed and extended the project completion dated. Duration of impacted calendar days and additional calendar work day total 45 calendar days for this TIA.

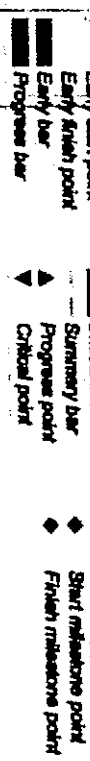
HORNE ROAD - Ayers St. to Port Ave

Activity	ES	EF	LS	LF	Duration	Start	Finish	Activity
CWD-04 WORK DAY CALENDAR	125	68			48	10/27/14 A	06/04/15	57
CWD-05 CONTRACT TIME	210	113			46	10/27/14 A	06/24/15	97
CWD-01 CONTRACT WORK DAYS	0	0			100	02/01/15	02/01/15	0
CWD-02 CONTRACT CALENDAR WORK DAYS	174	174			0	02/01/15	07/24/15	0
CWD-03 CALENDAR DAYS (160 SUB) (210 G.C.) (06/24/2015)	174	174			0	02/01/15	07/24/15	0
MC-005 PH-01 - MOBILIZATION	2	0			100	10/27/14 A	10/28/14 A	26
MC-010 NOTICE TO PROCEED	0	0			100	10/27/14 A	10/27/14 A	0
MC-015 INSTALL BARRICADES - SIGNS - PART-1 SOUTH	1	0			100	10/27/14 A	10/27/14 A	5
MC-020 MOBILIZE	1	0			100	10/27/14 A	10/27/14 A	15
MC-025 INSTALL SW3P	1	0			100	10/28/14 A	10/28/14 A	15
PH-02 - DEMOLITION & UTILITY V	68	10			77	10/28/14 A	02/24/15	44
DU-030 PH-02 - DEMOLITION & UTILITY WORK (PART 1)	3	0			100	10/28/14 A	11/18/14 A	13
DU-035 MILL ROADWAY	3	0			100	11/03/14 A	11/05/14 A	2
DU-040 EXTEND SANITARY SEWER LATERALS	1	0			100	11/20/14 A	12/01/14 A	5
DU-045 Line A - 8 IN PVC WATERLINE W/GATE VALVE 1+72	3	0			100	12/01/14 A	12/15/14 A	14
DU-046 Confict w/Existing AC Alignment-Stripped DU-045	0	0			100	12/02/14 A	12/02/14 A	0
DU-047 Confict - POT HOLE Existing AC Waterline RFI-05	0	0			100	12/02/14 A	01/08/15 A	15
DU-048 Post Confict - Continue Line A Waterline DU-045	2	0			100	12/02/14 A	12/22/14 A	4
DU-049 3 Water Service Branches - Not Located/Marked	0	0			100	12/16/14 A	12/16/14 A	1
DU-050 8 IN GATE VALVE 2+18	2	1			60	12/16/14 A	02/02/15	27
DU-060 INSTALL WATER SERVICES 6 LONG - 6 SHORT	2	2			0	12/16/14 A	02/23/15	27
DU-115 NEW WATER SERVICE AND 6 IN LI	1	1			0	12/16/14 A	02/23/15	27
DU-116 Road Closure TCP Delay for Long Water Crossover	10	10			0	12/24/14 A	03/02/15	32
DU-075 8 IN GATE VALVE 10+25	2	0			100	01/06/15 A	01/06/15 A	2
DU-085 8 IN x 6 IN MJ TEE 6+00	1	0			100	01/07/15 A	01/07/15 A	1
DU-085 FIRE HYDRANT 2+25	1	0			100	01/08/15 A	01/08/15 A	1
DU-080 FIRE HYDRANT 6+25	1	0			100	01/08/15 A	01/08/15 A	1
DU-070 FIRE HYDRANT 8+02	2	0			100	01/18/15 A	01/27/15 A	3
DU-090 PRESSURE TEST WATER LINE AND SERVICES	4	0			100	01/18/15 A	01/18/15 A	1
DU-130 INSTALL 6 FT CURB W/LETS, LATERALS, EXTE	0	0			0	01/18/15 A	03/10/15	9
DU-131 Confict w/Existing UG Utility Not Located/Mark	4	4			0	02/02/15	02/05/15	0
DU-066 Change Order No-01 Potting Existing Waterline	1	1			0	02/10/15	02/10/15	0
DU-065 6 IN PVC WATER LINE	2	2			0	02/11/15	02/12/15	0
DU-100 Disinfection ANALYSIS TEST	2	2			0	02/11/15	02/12/15	0
DU-105 Line B - 6" PVC (SDR 26) Sewer Line & MH-5 0+74	2	2			0	02/10/15	02/17/15	0
DU-105 THE-IN WATER MAINS 2 EA	2	2			0	02/10/15	02/17/15	0
DU-120 ABANDON EXISTING WATER LINE	1	1			0	02/24/15	02/24/15	0

Start date 10/27/14
 Finish date 07/24/15
 Date code 03/01/15
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1408TIA1
 1408-TIA-01
SALINAS CONSTRUCTION TECHNOLOGIES
 HORNE ROAD - Ayers St. to Port Ave

John@salinastech.com
 (210) 825-8577



WORK DAY CALENDAR
Contract Time

CONTRACT CALENDAR WORK DAYS
CALENDAR DAYS (180 SUBJ210 G.C.) 05/24/2015

WORK (PART 1)

B SHORT
LINE RECONNECTION

Water Crossings
Tends in Main

ES
ENSIONS
Not Located/Mark
Meterline

MH-5-0+74

INE

Activity	Original Duration	Res. Percent	Early Start	Early Finish	Activity	Original Duration	Res. Percent	Early Start	Early Finish
DU-109 Change Order CIPP Line B Erosionary	1	1	0	03/03/15	DU-109 Change Order CIPP Line B Erosionary	1	1	0	03/03/15
DU-110 Line B - CIPP EXISTING & VCP SAN SWR 0+74.5+108	5	5	0	03/04/15	DU-110 Line B - CIPP EXISTING & V	5	5	0	03/04/15
DU-133 Post Conflict - Continue DU-130 SR Inlet Lateral	0	0	0	03/11/15	DU-133 Post Conflict - Continue DU-1	0	0	0	03/11/15
PH-03 ROADWORK (PART 1)	74	24	14	11/10/14	PH-03 ROADWORK (PART 1)	74	24	14	11/10/14
RD1-136 PH-03 - ROADWORK (PART 1)	2	0	100	11/10/14	RD1-136 PH-03 - ROADWORK (PART 1)	2	0	100	11/10/14
RD1-140 ROADWAY EXCAVATION AND EMBANKMENT	2	0	100	11/10/14	RD1-140 ROADWAY EXCAVATION AND EMBANKMENT	2	0	100	11/10/14
RD1-145 SUBGRADE PREPARATION 6 IN	7	7	0	03/11/15	RD1-145 SUBGRADE PREPARATION 6 IN	7	7	0	03/11/15
RD1-150 10 IN CEMENT TREAT ASPH-BASE	1	1	0	03/23/15	RD1-150 10 IN CEMENT TREAT ASPH-BASE	1	1	0	03/23/15
RD1-156 PRIME COAT	4	4	0	03/24/15	RD1-156 PRIME COAT	4	4	0	03/24/15
RD1-160 INSTALL CURB AND GUTTER	8	8	0	03/31/15	RD1-160 INSTALL CURB AND GUTTER	8	8	0	03/31/15
RD1-165 CONCRETE SIDEWALKS DRIVEWAYS	1	1	0	04/13/15	RD1-165 CONCRETE SIDEWALKS DRIVEWAYS	1	1	0	04/13/15
RD1-170 SEAL COAT - ONE COURSE SURFACE TREATMENT	1	1	0	04/14/15	RD1-170 SEAL COAT - ONE COURSE SURFACE TREATMENT	1	1	0	04/14/15
RD1-175 HMAAC TYPE B -	2	2	0	04/15/15	RD1-175 HMAAC TYPE B -	2	2	0	04/15/15
RD1-180 HMAAC TYPE D -	2	2	0	04/15/15	RD1-180 HMAAC TYPE D -	2	2	0	04/15/15
PH-04 TRAFFIC CONTROL (PART 2)	1	1	0	04/20/15	PH-04 TRAFFIC CONTROL (PART 2)	1	1	0	04/20/15
TOP-200 PH-04 - TRANSFER TRAFFIC (PART 2)	1	1	0	04/20/15	TOP-200 PH-04 - TRANSFER TRAFFIC (PART 2)	1	1	0	04/20/15
TOP-205 INSTALL TRAFFIC CONTROL FOR PART 2	1	1	0	04/20/15	TOP-205 INSTALL TRAFFIC CONTROL FOR PART 2	1	1	0	04/20/15
DEMOLITION & UTIL WORK (PART 2)	14	14	0	04/20/15	DEMOLITION & UTIL WORK (PART 2)	14	14	0	04/20/15
DJ2-210 PH-05 - DEMOLITION & UTILITY WORK (PART 2)	3	3	0	04/20/15	DJ2-210 PH-05 - DEMOLITION & UTILITY WORK (PART 2)	3	3	0	04/20/15
DJ2-215 DEMOLITION HAUL - OFF SW DW	2	2	0	04/23/15	DJ2-215 DEMOLITION HAUL - OFF SW DW	2	2	0	04/23/15
DJ2-220 MAIL ROADWAY	2	2	0	04/23/15	DJ2-220 MAIL ROADWAY	2	2	0	04/23/15
DJ2-225 Line A - 18" PVC SEWER s/s 10+33 to 10+35 s/s 7+50	2	2	0	04/20/15	DJ2-225 Line A - 18" PVC SEWER s/s 10+33 to 10+35 s/s 7+50	2	2	0	04/20/15
DJ2-230 Line A - 18" SWR s/s 7+50 to 10+2 Line B	2	2	0	05/07/15	DJ2-230 Line A - 18" SWR s/s 7+50 to 10+2 Line B	2	2	0	05/07/15
DJ2-235 Line A - 18" SWR s/s 6+20 to 10+1 s/s 1+67	2	2	0	05/07/15	DJ2-235 Line A - 18" SWR s/s 6+20 to 10+1 s/s 1+67	2	2	0	05/07/15
DJ2-240 SEWER SERVICE RECONNECTIONS (11 EN)	2	2	0	05/07/15	DJ2-240 SEWER SERVICE RECONNECTIONS (11 EN)	2	2	0	05/07/15
DJ2-245 DENSITY TRENCH TESTING COMPACTON	1	1	0	05/12/15	DJ2-245 DENSITY TRENCH TESTING COMPACTON	1	1	0	05/12/15
DJ2-250 TESTING SANITARY MAIN & MANHOLES	5	5	0	05/13/15	DJ2-250 TESTING SANITARY MAIN & MANHOLES	5	5	0	05/13/15
PH-05 FORCE MAIN BY-PASS (PART 2)	3	3	0	05/13/15	PH-05 FORCE MAIN BY-PASS (PART 2)	3	3	0	05/13/15
FM-265 FORCEMAIN BYPASS 12" (C-900) s/s 0+00 - 3+50	1	1	0	05/18/15	FM-265 FORCEMAIN BYPASS 12" (C-900) s/s 0+00 - 3+50	1	1	0	05/18/15
FM-270 TESTING	2	2	0	05/19/15	FM-270 TESTING	2	2	0	05/19/15
FM-275 PAVEMENT REPAIR - PORT AVENUE	2	2	0	05/20/15	FM-275 PAVEMENT REPAIR - PORT AVENUE	2	2	0	05/20/15
PH-07 ROADWORK (PART 2)	34	34	0	06/21/15	PH-07 ROADWORK (PART 2)	34	34	0	06/21/15
RD2-280 PH-07 - ROADWORK (PART 2)	3	3	0	06/21/15	RD2-280 PH-07 - ROADWORK (PART 2)	3	3	0	06/21/15
RD2-285 ROADWAY EXCAVATION AND EMBANKMENT	3	3	0	06/27/15	RD2-285 ROADWAY EXCAVATION AND EMBANKMENT	3	3	0	06/27/15
RD2-290 SUBGRADE PREPARATION 6"	8	8	0	06/02/15	RD2-290 SUBGRADE PREPARATION 6"	8	8	0	06/02/15
RD2-295 GEORAD - 10' CEMENT TREAT ASPH-BASE	1	1	0	06/12/15	RD2-295 GEORAD - 10' CEMENT TREAT ASPH-BASE	1	1	0	06/12/15
RD2-300 PRIME COAT	4	4	0	06/18/15	RD2-300 PRIME COAT	4	4	0	06/18/15
RD2-305 INSTALL CURB AND GUTTER	7	7	0	06/29/15	RD2-305 INSTALL CURB AND GUTTER	7	7	0	06/29/15
RD2-310 CONCRETE SIDEWALK AND DRIVEWAYS	3	3	0	06/24/15	RD2-310 CONCRETE SIDEWALK AND DRIVEWAYS	3	3	0	06/24/15
RD2-315 LANDSCAPE WORK	1	1	0	06/30/15	RD2-315 LANDSCAPE WORK	1	1	0	06/30/15
RD2-320 SEAL COAT - ONE COURSE SURFACE	2	2	0	07/03/15	RD2-320 SEAL COAT - ONE COURSE SURFACE	2	2	0	07/03/15
RD2-325 HMAAC TYPE B	2	2	0	07/03/15	RD2-325 HMAAC TYPE B	2	2	0	07/03/15
RD2-330 HMAAC TYPE D	2	2	0	07/03/15	RD2-330 HMAAC TYPE D	2	2	0	07/03/15
RD2-335 ADJUST MANHOLES & VALVES	1	1	0	07/10/15	RD2-335 ADJUST MANHOLES & VALVES	1	1	0	07/10/15
RD2-340 PAVEMENT MARKING	1	1	0	07/10/15	RD2-340 PAVEMENT MARKING	1	1	0	07/10/15

RD1-135 50 01-135
 RD1-140 10 01-140
 RD1-145 7 20-145
 ROADWAY EXCAVATION AND EMBANKMENT
 SUBGRADE PREPARATION 6 IN

RD1-180 10 IN CEMENT TREAT
 RD1-185 PRIME COAT
 RD1-190 INSTALL CURB AND
 RD1-195 CONCRETE SRC
 RD1-170 SEAL COAT - 1
 RD1-175 HMAAC TYPE E
 RD1-180 HMAAC TYPE

TOP-200 PH-04 - TRV
 TOP-205 INSTALL TR

DJ2-210 PH-
 DJ2-215 DEMOLITR
 DJ2-220 MAIL RO
 DJ2-225 Line A.
 DJ2-230 Line A.
 DJ2-235 Line
 DJ2-240 SE
 DJ2-245 DE
 DJ2-250 TE

FM-260
 FM-265
 FM-270
 FM-275

RD2-280
 RD2-285
 RD2-290
 RD2-2

F

laboratory

- VCP SAN SWR 0+74.3+08
- 130 5th Inlet Laterals

PAVEMENT (PART 1)

- ASPH-BASE
- GUTTER
- DRIVEWAYS
- ONE COURSE SURFACE TREATMENT

• B -

- E D -
- RANGER TRAFFIC (PART 2)
- TRAFFIC CONTROL FOR PART 2

PH-05 - DEMOLITION & UTILITY WORK (PART 2)

- ROADWAY
- 15" PVC SEWER s/s 10+33 to MH-3 s/s 7+50
- 15" SWR s/s 7+50 to MH-2 Tie-In Line B
- 15" SWR s/s 8+20 to MH-1 s/s 1+67
- SEWER SERVICE RECONNECTIONS (11 EA)
- TRENCH TESTING COMPACTION
- SANITARY MAIN & MANHOLES

PH-06 - FORCE MAIN BY-PASS (PART 2)

- FORCE MAIN BYPASS 12" (C-900) s/s 0+00 - 3+50
- TESTING
- PAVEMENT REPAIR - PORT AVENUE

PH-07 - ROADWORK (PART 2)

- ROADWAY EXCAVATION AND EMBANKMENT
- SUBGRADE PREPARATION 6"
- GEGRID - 10" CEMENT TREAT ASPH-BASE
- PRIME COAT
- INSTALL CURB AND GUTTER
- CONCRETE SIDEWALK AND DRIVEWAYS
- LANDSCAPE WORK
- SEAL COAT - ONE COURSE SURFACE
- HMAC TYPE B
- HMAC TYPE D
- ADJUST MANHOLES & VALVES
- PAVEMENT MARKING

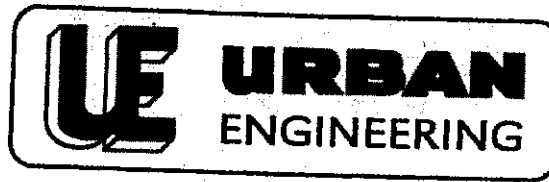
HORNE ROAD - Ayres St. to Port Ave. (Bond 2012)
 Project No.: E12100

SALINAS CONSTRUCTION TECHNOLOGIES, LTI
 3734 FM 5008
 PLEASANTON, TX 75084

Number/Version 1408-TIA-01
 Run date 02/04/15
 Page number 3A
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Activity	Description	Original Duration	Reserve	Percent Complete	Early Start	Early Finish	Actual Start	Actual Finish	
FINAL COMPLETION									
FC-400	PH-08 - FINAL COMPLETION	10	0	100	07/13/15	07/24/15	07/13/15	07/24/15	
FC-410	FINAL PAVEMENT MARKINGS & SIGNS	2	0	100	07/13/15	07/14/15	07/13/15	07/14/15	
FC-420	SUBSTANCIAL COMPLETION	1	0	100	07/15/15	07/15/15	07/15/15	07/15/15	
FC-430	FINAL CLEAN-UP AND PUNCHLIST WORK	4	0	100	07/18/15	07/23/15	07/18/15	07/23/15	
FC-440	REMOVE SWAP & UNNECESSARY BARRICADES	2	0	100	07/22/15	07/23/15	07/22/15	07/23/15	
FC-450	SCHEDULE FINAL WALK THRU - DELONG	1	0	100	07/24/15	07/24/15	07/24/15	07/24/15	
FC-600	PH-09 - SELL PROJECT	0	0	0	07/24/15	07/24/15	07/24/15	07/24/15	
FC-610	PROJECT FINAL - SELL PROJECT	0	0	0	07/24/15	07/24/15	07/24/15	07/24/15	

- FC-400 ▼ PH-08 - FINAL COMPLETION
- FC-410 ▼ FINAL PAVEMENT MARKINGS & SIGNS
- FC-420 ▼ SUBSTANCIAL COMPLETION
- FC-430 ▼ FINAL CLEAN-UP AND PUNCHLIST WORK
- FC-440 ▼ REMOVE SW3P & UNNECESSARY BARRICADES
- FC-450 ▼ SCHEDULE FINAL WALK THRU - DEMOB
- FC-500 ▼ PH-09 - SELL PROJECT
- FC-510 ▼ PROJECT FINAL - SELL PROJECT



Job No. 42848.00.00

March 5, 2015

TRANSMITTED VIA EMAIL
AND ORIGINAL MAILED

Jerry Shoemaker, P. E.
City of Corpus Christi
P O Box 9277
Corpus Christi, Texas 784699

Subject: Waldron Road from Caribbean Drive to Glenoak Drive (Bond 2014)
City Project No.: E13099

Dear Jerry:

Pursuant to Section 00 45 16 Statement of Experience; Urban Engineering has reviewed the two supplied experience records from two low bidders. The third low bidder has not submitted their experience record and is therefore disqualified from consideration of award of the Waldron Road (E13099) Bond 2014 project. The two low bidders that have submitted experience records are from Salinas Construction Technologies, LTD and Berry Contracting, LP - DBA Bay LTD. Urban Engineering has reviewed the bids and experience records as submitted and provide the following recommendation.

Salinas Construction Technologies has current contracts with the City of Corpus Christi (Horne Road) and Texas Department of Transportation (Gregory ramp reversal). These projects are behind schedule and the contractor does not have or has not committed the necessary resources to put projects back on schedule. On another project in the area the municipality with whom Salinas Construction Technologies is contracted has been forced to file a failure to perform complaint with the bonding company. This project is currently in litigation. The last project completed by Salinas Construction Technologies for the City of Corpus Christi was the Greenwood Project in 2009-2010 which was also completed behind schedule. Additional information provided in the experience record indicates projects with TxDOT that have been completed were also behind schedule.

The Waldron Road project for which contract award is being considered is a major arterial feeder road to the Flour Bluff Independent School District facilities. Project scheduling is a critical element and has been established to accomplish, to the extent possible, work in the summer months to minimize disruption to school traffic and activities. The allotted project days are very short and the awarded contractor will be required to devote significant resources and capabilities to complete within the stipulated contract days. Project design is also optimized to minimize construction delays. The design incorporates local methods of construction, cement stabilization of existing base and sand, in an area with a high water table that requires local knowledge and experience. The experience record indicates that Salinas Construction Technologies does not have demonstrated resources or capacity to accomplish required work within mandated schedules nor does it have requisite experience working with and in the materials particular to this project location and design.

(361)854-9101

2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404

FAX (361)854-6001

www.urbaneng.com

TBPE Firm #145

TBPLS Firm #10032400

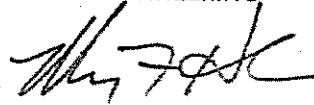
Urban Engineering does not recommend award of the Waldron Road project E13099 to Salinas Constructions Technologies based on the following reasons.

1. Demonstrated lack of performance in maintaining schedule on an on-going project with the City of Corpus Christi and others.
2. Non-performance and current disbarred status with another municipality due to current litigation.
3. Lack of experience with proposed construction techniques.

The reasons stated above are sufficient under Section 00 21 13, Article 21 Rejection of Bid, paragraphs 21.01 and 21.02 to warrant the City of Corpus Christi's rejection of the bid from Salinas Construction Technologies.

Urban Engineering recommends award of the Waldron Road Project E13099 to the second low responsive bidder, Berry Contracting, LP - DBA Bay LTD. Urban Engineering has reviewed the bid and experience records of Berry Contracting, LP Bay LTD, and is of the opinion that they have the requisite experience, resources and capabilities to perform the contract as bid and scheduled.

Sincerely,
URBAN ENGINEERING



Murray F. Hudson, P. E.

MFH/ek
Enclosure

xc: Salinas Constructions Technologies, LTD
Berry Contracting, LP - DBA Bay LTD

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Corpus Christi, Texas 78401
Phone: (361) 882-1882
Facsimile: (844) 270-4827

April 23, 2015

Via Regular Mail**And Via Email: JeffreyE@cctexas.com**City of Corpus Christi
1201 Leopard Street, 3rd Floor
Corpus Christi, Texas 78469-9277Attn: Jeffrey H. Edmonds, P.E.
Director of Capital ProgramsRe: Salinas Construction Technologies, LTD. bid for
Waldron Road from Caribbean Dr. to Glenoak Dr.
Bond 2014/City Project No. E13099
Our File No.: 14.017

Dear Mr. Edmonds:

On behalf of our client, Salinas Construction Technologies, LTD ("Salinas"), we submit the following additional information in response to Urban Engineering's letter, dated March 5, 2015, signed by Murray F. Hudson, P.E., regarding its recommendations for the Waldron Road Project referenced above ("Urban's letter"), and as a follow-up to our meeting in the City Attorney's office on March 30, 2015. As you are aware, in recommending to the City of Corpus Christi ("the City") that the Waldron Road Project E13099 not be awarded to Salinas, Urban Engineering identified three reasons. However, as noted in our letter dated March 17, 2015, because those reasons listed are misleading, inaccurate, or false, as it relates to Salinas, we strongly request that you disregard Urban's letter completely. In addition to re-urging the points made in our March 17, 2015, letter, we provide additional information as noted below:

MISLEADING:

In addition to the documents previously provided to indicate that Salinas' work was completed pursuant to adjusted contract times made through change orders, Salinas makes note of the following timelines related to previous and on-going projects:

On the Greenwood Project, the Notice to Proceed (NTP) was issued on 04/14/2008 and the Project Final Walk Through was on 08/06/2010 (845 Calendar Days from NTP to Project Final). This is 164 days ahead of schedule.

- | | | | |
|----|------------------------|---|------------------------------|
| 1. | Original Contract Time | = | 364 Calendar Days |
| 2. | Change Orders #1 - #15 | = | 645 Contract Day Extension |
| 3. | Total Contract Days | = | 1,009 Adjusted Contract Time |

April 23, 2015

On the Horne Road Project, the City currently has two Time Impact Analysis for conflict and delays caused by existing utilities and additional change order work.

Documents substantiating these timelines were previously provided. Moreover, given that those documents are within the City's project files, we refer the City to those project files in their entirety.

Therefore, we once again argue that to imply that Salinas is incapable of maintaining a project on schedule is misleading because factors beyond Salinas' control have in fact been the cause for delay.

INACCURATE:

As previously noted, Urban Engineering is also inaccurate in alleging that Salinas is in "disbarred status" with another municipality because of "non-performance" on its part. Salinas is not aware of any "disbarred status". Moreover, pursuant to the terms of the contract with the City of Seguin, because Salinas had fulfilled its obligations but had not yet received payment for its completed work, Salinas was required to initiate a suit to recover monies owed to it by the City of Seguin. As discussed in our meeting with Veronica Ocanas and Miles Risley, another attorney, Sylvan Lang, is representing Salinas in that matter. It is my understanding that Mr. Lang has recently reached out to Ms. Veronica Ocanas in an effort to answer any additional questions the City may have related to the City of Seguin. Please feel free to communicate directly with Mr. Sylvan Lang at Lang Law Firm, PC, 13409 NW Military Hwy, Suite 210, San Antonio, Texas 78231, Telephone 210-479-8899, Fax 210-479-0099 and email sylvan@langfirm.com.

FALSE:

Urban's letter is also blatantly false when it claims that Salinas lacks "experience with proposed construction techniques." Not only does Salinas have experience with the proposed construction techniques, but it also has successfully utilized them in areas close to the Waldron Road Project. Specifically, two of the projects completed by Salinas for the City have been Catcay & Azores and Jamaica & Caribbean, which had all of the underground utilities removed and replaced-in-place with handling of the existing ground water table. Both had flour bluff sand that was cement stabilized and were overlaid with hot mix asphalt. This work, material, and technique is identical to the Waldron Road Project. In fact, the Waldron Road Project is an extension of these other two projects.

In addition, in the completed Greenwood Project handled successfully by Salinas, the subsurface detail work is also identical to the Waldron Road Project. The existing material was cement stabilized and overlaid with hot mix asphalt while leaving the existing curbs in place. This work was accomplished half the road at a time, such as required on the Waldron Road Project.

Documents substantiating this information are contained in the City's project files relevant to each project. Please refer to those project files in their entirety.

April 23, 2015

This completed work history verifies that Salinas has a successful and proven history of experience and knowledge working with conditions, materials, and techniques such as those of the Waldron Road Project. Therefore, Urban Engineering should not be permitted to give false information in denying Salinas the Waldron Road Project.

OTHER FACTORS:

As you are aware, under Texas law, a contract must be awarded to the lowest responsible bidder since the Waldron Road Project is a contract for the construction of "...streets,...utilities...etc." As such, given the information available to the City, we note that Salinas' bid remains the lowest responsible bidder.

We thank you in advance for your time and consideration.

Yours truly,

HERRERO & LOFTIN, PLLC


Abel Herrero
Jennifer K. Loftin

AH/ps

cc:

Via Email: MilesR@cctexas.com

Miles Risley

Veronica Ocanas – **Via Email: VeronicaO@cctexas.com**

Janet Kellogg – **Via Email: JanetK@cctexas.com**

City of Corpus Christi Attorney

120 North Chaparral, Room 240

Corpus Christi, Texas 78469

Via Email: RonO@cctexas.com

Ronald L. Olson

City Manager of Corpus Christi

1201 Leopard St.

Corpus Christi, Texas 78401

Via Email: GustavoGo@cctexas.com

Gustavo Gonzalez, P.E.

Assistant City Manager of Public Works & Utilities

Via Email: ValerieG@cctexas.com

Valerie H. Gray, P.E.,

Executive Director of Public Works

Via Email: JerryS2@cctexas.com

Jerry Shoemaker, P.E.

former Interim Director of Capital Programs

EXHIBIT C

Horne Road – Ayers Street to Port Avenue (Bond 2012) (Project No. E12100)

- 1. Letter from Naismith Engineering Inc. dated March 24, 2015, RE: Project Observations and Concerns**
- 2. Letter from Naismith Engineering Inc. dated May 15, 2015, RE: Project Concerns**



Naismith Engineering, Inc

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TBPE FIRM NO. F-355

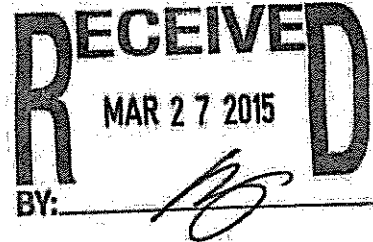
ESTABLISHED 1949

TBPLS No. F-100395-00

OVER 60 YEARS OF ENGINEERING EXCELLENCE

March 24, 2015

Mr. Daniel Salinas
Salinas Construction Technologies, Ltd.
3734 F.M. 3006
Pleasanton, Texas 78064



**Re: Horne Road Construction (Project No. E12100), Bond 2012
Project Observations and Concerns**

Dear Mr. Salinas:

In accordance with your firm's contract with the City of Corpus Christi, Texas (City) for the construction of improvements to Horne Road, Naismith Engineering, Inc. (NEI) and the City are concerned that the construction of the above referenced project will not be completed within the projected timeframe outlined in your contract. Our observations at the project site indicate that there have been extended periods after your firm received its notice to proceed when there has been no work performed at the site during periods of acceptable weather. We have also observed that during periods of inclement weather, there were minimal or no efforts made by your firm to attempt to mitigate the effects of the inclement weather, such as pumping off accumulated storm water. In addition to negatively impacting the project schedule, this has created significant hardship on the local businesses that rely on the section of Horne Road occupied by this project for their livelihood. The lack of daily construction activity and the failure to adequately maintain the project site have become a public affairs nightmare for the City of Corpus Christi.

The Agreement with the City includes 180 Calendar Days to reach the Substantial Completion of the project. Based on a start date of Monday, October 27, 2014, the original substantial completion date is scheduled to be on Friday, April 24, 2015. The original construction schedule submitted by Salinas Construction dated October 27, 2014 indicated that the Substantial Completion date would be April 27, 2015, coinciding with the required Substantial Completion date.

A projected Substantial Completion date of April 27, 2015 leaves roughly 34 calendar days from the date of this letter left to reach the Substantial Completion Date. Our observations and measurements indicate that without the Mobilization value, less than 11% of the construction work has been completed to date. While we are in general agreement that some additional days are due for items related to a proposed change order and some weather delays, we still feel that the project appears to be substantially

Mr. Daniel Salinas
Salinas Construction Technologies, Ltd.
March 24, 2015
Page 2 of 4

behind schedule and that continued construction effort representative of your firm's prior work on this project will result in your firm exceeding the agreed project schedule. As a reminder, your firm's agreement with the City stipulates that your firm shall pay the City (as project Owner) \$785 for each day that expires after the date specified for substantial completion until the work is substantially complete.

At this time, we are in the process of evaluating your proposed claims for additional cost associated with several construction items as well as the addition of additional contract time to account for inclement weather. The proposed change order was originally received by the City Inspection department but had not yet been reviewed by NEI. A copy of the change order was made available for our review after our bi-weekly construction meeting on Monday, March 2, 2005. A copy of a time impact analysis prepared by Salinas and dated 02-04-15 was also made available for review. Based on our review we identified two major items related to your claim for additional cost resulting from what you believe represents additional work. A request for clarification on the two items was subsequently submitted to Salinas for clarification.

- Change Order Item 3 was for cement stabilized sand that was washed away by the broken service line. We have no way to confirm the actual amount of sand.
- Change Order Item 4 was for exploratory excavation. We are not in agreement that payment for this request is due. Furthermore, the value of \$5,865 seems excessive for exposing a waterline at 6 locations having only 3' of cover.

Although a response was provided to clarify these concerns, we are not in agreement that these items warrant additional costs and additional time under the terms of the contract.

We also reviewed the time impact analysis (TIA) and do not agree that 45 Calendar days is warranted based on the information provided. One of the items on the TIA included (15) Calendar Days related to production inefficiencies resulting because of the concerns with additional service lines. We need clarification on this request. It appears that the actual installation time in the field was substantially less based on the daily field reports. Another item includes a request for six (6) calendar days of downtime while repairs to 3 small service lines was completed by the City. We believe this is an excessive amount of time for this item. Based on our review of the TIA, we feel that only 20 additional Calendar Days are warranted out of the 45 additional calendar days requested.

Rain days will be incorporated into the change order in accordance with the terms of the contract. Based on the Inclement Weather Letters provided by Salinas, there has been



Naismith Engineering, Inc
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Mr. Daniel Salinas
Salinas Construction Technologies, Ltd.
March 24, 2015
Page 3 of 4

roughly 34 days identified since the start of the project. However, based on the City's Power Street rain gauge there has been 11 days having in excess of 0.5" of rain since the start of the project. As you will recall, the Power Street gage is specified in the agreement as the based for determining inclement weather days due to rain. Based on the daily field reports from the project site, there has been roughly 18 days identified. After comparing the 3 side by side as well as the overlap of rain days with other delay days, we believe that **18 additional Calendar Days** are warranted for Rain Delays out of the 30 calendar days identified in your Inclement Weather Letters.

On Wednesday, March 19, 2015 I visited two construction sites to evaluate the impact of the overnight rain event: the Horne Road project and another City street project under construction concurrently. At the other City construction site, the contractor's crews were busy pumping water, cleaning up mud and preparing the site to complete some additional work. At the Horne Road site, for which your firm is responsible, there was no activity. We observed that the site was holding water, the roadway was full of material blocking drainage, the gutters were holding material blocking drainage and previously completed pavement repairs were failing. Vehicles were meandering through the roadway and ponded water attempting to avoid the hazards. A construction tractor was parked in 10" of standing water. Subsequently that same tractor leaked hydraulic fluid into the standing water in the Public R.O.W., on Friday, March 20th, 2015. Your firm has been asked by our inspector and by the City to meet the requirements of your agreement to fully maintain the site including the Traffic Control devices, SWPPP and pavement repair. Your firm's current efforts are not meeting the terms or the intent of your agreement with the City.

~~In the early hours of Friday, March 13, 2015 the utility contractor hired by Salinas Construction completed a waterline tie-in. The intent of the tie-in was to connect a new 8" PVC line to an existing asbestos-cement (AC) waterline. The existing AC line had a mechanical joint tee which connected to an existing fire hydrant assembly. We met in the field with representatives of your firm and your subcontractor and reminded you about the procedures specified in the contract documents that prohibit the field cutting of AC pipe. The scope of work for this connection discussed in the field was to remove the tee and use the end of the existing AC line as the connection point. The utility contractor disregarded this agreed work plan and cut the AC line to make the connection. This is decision was not his to make and the alternate work scope he executed does not comply with the terms of the contract. Furthermore, the process of cutting the line was completed with what appeared to be non-trained personnel without proper Personal Protective Equipment (PPE). The cutting of the pipe requires workers with specialized training using wet work procedures to cut and remove the pipe. We will need some documentation from Salinas that the workers and that the superintendent has received the proper training and that the proper methods were utilized. The approved methods are governed by the National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the Occupational Safety and Health Administration~~



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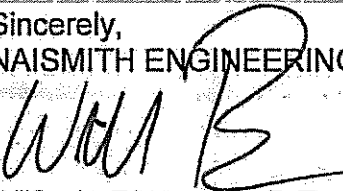
Mr. Daniel Salinas
Salinas Construction Technologies, Ltd.
March 24, 2015
Page 4 of 4

(OSHA). Furthermore, leaving sections of cut pipe and cuttings at the site could be considered contamination of the site and could require more stringent cleanup efforts.

Another item we have previously discussed with your firm is the presence of a qualified Project Superintendent on the project site, as required by the contract documents. At the bi-weekly construction meeting on Monday, March 16th, 2015, Mr. Pedro Gonzalez indicated that he was acting as the Project Site Superintendent. We have no information about his credentials. Until such time as your firm can produce documentation that confirms he is qualified to represent Salinas Construction as the Project Site Superintendent, he is not approved to serve as the project superintendent. You submitted an email with Mr. Gonzalez resume on Friday November 11th, 2014 and it indicated that he would be an Assistant to the team; Not a Site Superintendent. The original person submitted to be the Superintendent was Mr. Octavio Garza. We have not observed Mr. Garza as present on site in quite a while. With Mr. Garza's absence, and the individuals present on the site not documented as meeting the requirements of the agreement, the lack of a qualified superintendent does not comply with the requirements of the contract documents. On a related note, the Superintendent or his designee is to visit the site even if there is no construction activity going on. Your firm's qualified superintendent is still responsible for visiting the site on a daily basis to confirm that all TCP items are in place.

The majority of the items or concerns covered in this letter have been discussed with you and your representatives on numerous prior occasions including at the bi-weekly construction meetings or by correspondence. It is imperative that your firm provide the proper level of resources to complete this project within the agreed timeframe. We look forward to a prompt response on how you intend to meet the terms of the agreement and complete this important project for the City of Corpus Christi. We stand ready to assist in any way that we can.

Sincerely,
NAISMITH ENGINEERING, INC.



Wilfredo Rivera, Jr., P.E.
Project Engineer

Cc: Jerry Shoemaker, City of Corpus Christi Capital Programs
Phil Boehk, City of Corpus Christi
Kent Powers, City of Corpus Christi

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Naismith Engineering, Inc
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May 15, 2015

TRANSMITTED VIA E-MAIL: dsalinas@sctlltd.com and by U.S. MAIL-CERTIFIED

Mr. Daniel Salinas
 Salinas Construction Technologies, Ltd.
 3734 F.M. 3006
 Pleasanton, Texas 78064

Re: Horne Road Construction (Project No. E12100), Bond 2012
 Project Concerns

Dear Mr. Salinas:

In accordance with your firm's contract with the City of Corpus Christi, Texas (City) for the construction of improvements to Horne Road, Naismith Engineering, Inc. (NEI) and the City are gravely concerned that you are not showing an increased effort to attempt to get the project back on schedule.

On Tuesday, May 5, 2014 a meeting was held with Salinas Construction, your legal counsel (Mr. Abel Herrero) along with representatives of the City, City Attorney's Office and Naismith Engineering, Inc.. Numerous concerns were discussed at the meeting. However, everyone agreed to work together to move the project forward.

One of the items discussed was the issuance of a change order for rain days. Mr. Jose Luis Davila submitted a time impact analysis for weather days on Wednesday, May 6th for NEI review and approval. NEI reviewed the analysis and after deleting days which were not in agreement, it was agreed that 43 rain days were due for the period from October, 2014 through April, 2015. A change order was prepared and submitted to Salinas for signature on Wednesday, May 13th. We are awaiting a signature from Salinas in order to execute the rain day change order. On a prior Change Order, Salinas had opted to strikethrough some standard language. The strikethrough was rejected by the City and subsequently Salinas executed the Change Order without the strikethrough. Please note that if Salinas modifies the standard wording again by striking through, then the Change Order will be rejected again and may not be re-considered for approval.

A second item discussed and requested was an updated project schedule which showed an increased effort in order to get the project on an acceptable schedule. The schedule was to be submitted within a week of the meeting. On Tuesday, May 12th, Mr. Jose Luis Davila submitted the updated schedule via email to Kent Power and was copied to others. On Wednesday, May 12th Mr. Kent Power responded via email that the revised schedule was not acceptable for numerous reasons and asked that it be revised. In addition, Bid items A-92 through A-96 "Existing Box Culvert Repairs" were not incorporated into the submitted schedule. The City is waiting on a response to the schedule revisions requested.

May 15, 2015
Mr. Daniel Salinas

On Thursday, May 14th, 2015 Salinas Construction was on site with a minimal crew doing minimal work. The work included installing some concrete blocking on waterlines which should have been installed several weeks back when the lines were initially installed. The crew also completed some pavement repair. Our inspector was notified that cement stabilized backfill was not available to Salinas and therefore it hampered your ability to continue work. Please be reminded that properly scheduling materials required for completion of the work in a timely manner is your responsibility. It will not be considered an excuse for not completing the work.

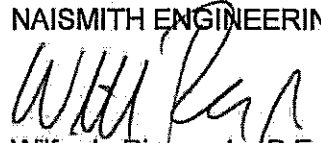
We need to re-iterate that the effort being put forth by Salinas Construction is **NOT** considered adequate to "Recover" the project schedule. As expressed by Salinas Representatives at the meeting on May 5, 2014, the level of effort was to be increased. This has not been the case during the course of the last 2 weeks.

It is imperative that your firm immediately marshal its resources and proceed to meet the accelerated schedule as soon as possible. Your proposed schedule and your representatives indicate that you will be working on Saturday, May 16th. Failure to do so will be interpreted as your failure to comply with the agreement to step up the effort.

Your immediate attention to these matters is required.

Sincerely,

NAISMITH ENGINEERING, INC.


Wilfredo Rivera, Jr., P.E.
Project Engineer

Cc: Jerry Shoemaker, City of Corpus Christi Capital Programs
Phil Boehk, City of Corpus Christi
Kent Powers, City of Corpus Christi
Marcos Luna, Naismith Engineering, Inc.
Jose Luis Davila, Salinas Construction Technologies

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EXHIBIT D

Pleadings filed in Salinas Construction Technologies Ltd v. City of Seguin

Electronically Filed
11/19/2013 3:33:04 PM
Debra Crow
Guadalupe County District Clerk
Jessica Hargrave, Deputy

CAUSE No. 13-1957-CV

SALINAS CONSTRUCTION TECHNOLOGIES, LTD	§	IN THE DISTRICT COURT
	§	
	§	
v.	§	25 th JUDICIAL DISTRICT
	§	
THE CITY OF SEGUIN	§	GUADALUPE COUNTY, TEXAS

**SALINAS CONSTRUCTION TECHNOLOGIES, LTD'S
SECOND AMENDED ORIGINAL PETITION**

COMES NOW Plaintiff SALINAS CONSTRUCTION TECHNOLOGIES, LTD (hereinafter referred to as "Salinas") files this, its First Amended Original Petition, and would assert as follows:

PARTIES

1. Plaintiff, Salinas Construction Technologies, LTD is a Texas limited partnership with its principal place of business located in Bexar County, Texas.
2. Defendant, The City of Seguin (hereinafter referred to as "the City" or "Defendant") a political subdivision of the State of Texas has been served through service of process on the City's Secretary, Thalia Patlán Stautzenberger, 205 N. River St., Seguin, Texas 78155 and has entered an appearance to this case through counsel.

VENUE & JURISDICTION

3. The Court has jurisdiction over the parties because they are all Texas residents and/or reside in the state of Texas. The Court has jurisdiction over this controversy because the damages sought are within the jurisdictional limits of the Court.

4. Venue over this action properly lies in Guadalupe County pursuant to §15.0151 of the Texas Civil Practice and Remedies Code, because the Defendant is a municipality of the State of Texas, which is located in Guadalupe County, Texas.

DISCOVERY CONTROL PLAN

5. Salinas intends to conduct Level 3 discovery pursuant to Section 190.4 of the Texas Civil Practice and Remedies Code.

NO SOVEREIGN IMMUNITY

6. Pursuant to Section 271.152 of the Texas Government Code, a local governmental entity's purported immunity from suit has been waived by the Texas Legislature.

NATURE OF DISPUTE

7. On or about November, 2011, the City of Seguin contracted with Salinas for the construction of street, sewer and water system improvements for the Geronimo Creek Sewer Project in the City of Seguin (the "Project").

8. Salinas properly provided labor, materials and other services in a good and workmanlike manner for the benefit of the City on this Project but has not been paid for same. Salinas has invoiced the City for the work it performed at the request and direction of the City, but the City has refused to pay these invoices, which are now past due and owing. The City has also wrongfully terminated Salinas.

9. The Project involves the design and construction of approximately 800 L.F. of 18" gravity sewer, 660 L.F. of 15" gravity sewer, 4,260 L.F. of 12" gravity sewer, and 6,110 L.F. of 8" gravity sewer main. In addition, approximately 2,940 L.F. of 6" water main and 920 L.F. of 8" water main are included in the Project. The City provided plans and specifications insufficient to construct the Project. In addition, the City furnished a geotechnical report that

inaccurately depicted the ground conditions which has caused and continues to cause substantial delays to the Project.

FACTS

10. This suit arises out of a dispute over a construction contract ("the Contract") for the construction of the aforementioned Project. The plans and specifications ("Specifications") for the Project were designed and sealed by TRC Engineers, Inc. ("TRC"). Work began in March, 2012 and, under the terms of the Contract, was to be completed in March of 2013. Salinas' scope of work involved the installation of a main sewer line and residential streets in a subdivision located in the city of Seguin, Texas.

11. The Specifications prepared by TRC contained several deficiencies which rendered portions of the project virtually impossible to construct. By way of example only, TRC failed to specify an appropriate type of pipe for the main sewer line resulting in water and silt infiltrating the sewer line in numerous places; the designed slope of the sewer line was inadequate for the line to drain properly; and, the trench base design was insufficient to support the weight of the fill material causing the sewer line to sink into the sub-base. These issues and others resulted in substantial delays and extra work on the project.

12. Salinas was ultimately able to complete installation of the sewer line, and performed and passed all specified tests to demonstrate that the line was installed correctly. However, the City rejected the sewer line installation based on alternate tests which are not part of the Contract with the City or Specifications provided by TRC. Salinas performed extra work attempting to address the City's concerns about the sewer line but the City rejected properly performed work that is in full compliance with the Specifications.

13. Due in large part to the deficient design, Salinas failed to complete the project by the scheduled completion date. Salinas requested additional time to complete the project in accordance with the terms of the Contract but the City denied Salinas' multiple requests and wrongfully withheld liquidated damages from Salinas' progress payments. Further, due to alleged defects in construction—all of which arise out of the defective design—the City withheld substantial payments for work in place.

14. Despite Salinas' adherence to the terms of the Contract and its willingness to continue to perform work at the Project site notwithstanding the City's unreasonable administration of the Contract and its provision of defective Specifications, the City wrongfully, and without just cause, terminated Salinas on October 8, 2013.

THEORIES OF RECOVERY

BREACH OF CONTRACT

15. Salinas entered into a valid contract with the City to provide labor and materials in connection with the Project, in return the City agreed to pay Salinas for its work and services. As such, the City is a proper party to sue for breach of the Contract. Salinas has properly performed work under the terms of the Contract and has subsequently invoiced and demanded payment from the City for the work performed in accordance with the terms of the Contract. The City's refusal to grant reasonable time extensions, and to timely pay Salinas for work in place constitute material breaches of the Contract.

16. All work and labor provided by Salinas at the City's request on the Project was performed in a good and workmanlike manner. All goods and materials provided by Salinas for the Project in connection with the work were of a kind and quantity to meet the Specifications.

17. As a result of the City's material breaches, Salinas has been damaged in an amount not less than \$1,431,636.89 exclusive of costs, interest and reasonable and necessary attorneys' fees.

18. The City has failed and refused and continues to fail and refuse to pay the outstanding balance due to Salinas under the contract, plus interest thereon, despite Salinas' demands for payment.

19. As stated above, the City has waived immunity from suit and/or liability for breach of a written contract.

20. For these reasons, Salinas seeks recovery of its actual damages, costs of suit, interest and reasonable attorney's fees.

WRONGFUL TERMINATION

21. The City's termination of Salinas' contract for allegedly failing to complete the contracted work within the Contract time and in conformance with the Specifications was wrongful. Salinas was prohibited from timely performance due in large part to the deficient plans and specifications provided by the City. Salinas requested reasonable time extensions to complete the Contract work but the City rejected virtually all requests. Further, Salinas' work had been tested and approved in accordance with the Specifications yet the City refused to make payment. And, while Salinas disagreed with the City's position with respect to the quality of the work, it was nevertheless addressing the City's concerns at the time the City issued a termination notice.

22. Salinas is entitled to recover the balance of the contract at the time it was wrongfully terminated and is entitled to reimbursement for the cost and expenses to complete all work on the Project at the direction and request of the City.

VIOLATION OF THE PROMPT PAYMENT STATUTE

23. The City has violated Section 2251.001 *et. seq.* of the Texas Government Code by failing to pay Salinas within thirty days for services performed in accordance to the Specifications and terms of the Contract for which the City was properly invoiced.

CONDITIONS PRECEDENT

24. Salinas has fully performed all obligations and conditions precedent, if any, to be performed on its part. All conditions precedent have occurred, been satisfied, or otherwise been waived.

ATTORNEYS' FEES

25. As a result of the City's breach of contract, Salinas was forced to retain counsel to recover the amounts due and owing. Pursuant to Section 2251.001 *et. seq.* of the Texas Government code and Section 38.001 of the Texas Civil Practices and Remedies Code, Salinas is entitled to its reasonable attorneys' fees for the prosecution of this entire case and costs incurred in enforcing and collecting the amounts due. Salinas has made formal presentment upon the City for payment of the contract advanced herein more than 30 days prior to institution of suit and has not been paid.

PREJUDGMENT AND POSTJUDGMENT INTEREST

26. Salinas is further entitled to prejudgment interest at the highest rate allowed by law for its claims based upon breach of contract and wrongful termination.

27. Salinas is further entitled to post-judgment interest at the highest rate allowed by law for its claims based upon breach of contract and wrongful termination.

28. Accordingly, Salinas requests that it recover all of its costs of court and/or judgment be granted in favor of Salinas against the City of Seguin for its actual damages,

interest, attorneys' fees, costs and pre and post-judgment interest as allowed by law. Salinas further requests such other and further relief, both at law and in equity, to which it may show itself to be justly entitled.

Respectfully submitted,

COATS | ROSE



Richard McSwain
State Bar No. 24002588
1020 Northeast Loop 410, Suite 800
San Antonio, Texas 78209
Telephone: (210) 224-7098
Facsimile: (210) 212-5698

**COUNSEL FOR PLAINTIFF,
SALINAS CONSTRUCTION
TECHNOLOGIES LTD.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on opposing counsel pursuant to the Texas Rules of Civil Procedure on this 19th day of November, 2013, as follows:

via fax @ (512) 236-0682

Jeffrey S. Chapman
FORD NASSEN & BALDWIN P.C.
111 Congress Avenue, Suite 1010
Austin, Texas 78701



Richard McSwain

CAUSE NO. 13-1957-CV

SALINAS CONSTRUCTION TECHNOLOGIES, LTD	§	IN THE DISTRICT COURT
Plaintiff,	§	
v.	§	
CITY OF SEGUIN	§	
Defendant,	§	25 TH JUDICIAL DISTRICT
v.	§	
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY	§	
Third-Party Defendant	§	GUADALUPE COUNTY, TEXAS

CITY OF SEGUIN’S COUNTERCLAIM AND THIRD-PARTY PETITION AGAINST SALINAS CONSTRUCTION TECHNOLOGIES, LTD AND FIDELITY AND DEPOSIT COMPANY OF MARYLAND, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant, the City of Seguin (“City”), files this counterclaim petition against Plaintiff, Salinas Construction Technologies, LTD (“Salinas”) and third-party petition against Defendant, Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company (“Fidelity”), and for cause of action respectfully shows the Court the following:

I. PARTIES AND DISCOVERY CONTROL PLAN

1.1 Pursuant to Rule 190.4 of the Texas Rules of Civil Procedure, discovery in this cause of action has been pled under a Level 3 Discovery Control Plan.

1.2 For its third-party petition, the City is providing the following information only for third-party defendant who has not yet appeared in this lawsuit:

1.3 The City is informed and believes that Defendant, Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company is an insurance company licensed to do business in the State of Texas. Fidelity may be served with process through its registered agent: Corporation Service Company, 211 East 7th Street Suite 620, Austin, Texas 78701-3218.

II. FACTUAL BACKGROUND

2.1 In January 2012, Salinas entered into a construction contract with the City of Seguin for the construction an extension of sewer line, road paving, and associated work on a project known as the Geronimo Creek Sewer Project – Phase V. The contract was for \$3,593,489.74. The Contract documents include general conditions, plans and specifications, among other documents, regarding the construction of a sanitary sewer and water line, drainage improvements including storm sewer installation, and the reconstruction of streets.

2.2 Pursuant to the contract documents and chapter 2253 of the Texas Government Code, a performance bond was provided by Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company guaranteeing performance of the contract should Salinas default and fail to perform its obligations. The performance bond is number 9028945 and it is attached hereto as *Exhibit A*. The contract documents between Salinas and Seguin are made part of the bond and its terms. Therefore, all obligations owed to the City of Seguin by Salinas are equally owed by Fidelity in the event of default by Salinas.

2.3 This project was a part of the City of Seguin's annexation of the Oak Village Neighborhood ("OVN"). The OVN annexation resulted in an arbitration agreement, requiring the City of City provide sewer to the newly annexed area by March of 2013. The City's plan for

providing the required sewer divided the project into 5 phases, referred to as Geronimo Creek Sewer Project Phase I, II, III, IV, and V respectively. Each phase, I-V, was treated as a separate project.

2.4 Salinas's contract at issue in this case covered Phase V of the Geronimo Creek Sewer Project. Because of the arbitrated deadline to provide sewer to OVN, time was of the essence. The contract between Salinas and the City was executed on January 23, 2012. The contract stated "the time of completion is the essence of the contract" and called for completion by March 2013. The Standard Form Agreement stated that the "Contractor agrees to complete and have in service all utilities (sewer and water) and all other related appurtenances as specified and showed on the plans, within 365 consecutive days as provided in the General Conditions of the Agreement."

2.5 Salinas began Work in March 2012. By May of 2012 the City became concerned that Salinas was falling behind schedule and might fall too far behind to complete the Work by the deadline. The City sent Salinas a letter expressing its concern about completing on time. In response, Salinas submitted an updated schedule showing it could complete the work on time. As it was the contractor's responsibility to ensure the Work was completed by the deadline, the City deferred to the contractor's schedule. However, in January of 2013 after Salinas's submission of a request for extra days to complete the work, the City realized it could not take the schedule at face value, as the actual progress observed on the Project site did not comport with the schedules and delay requests submitted by Salinas. It was apparent to the City that the Project was not going to be completed on time. The City issued a letter to Salinas denying the request for additional days, explaining why the request was unwarranted per the contract and demanding construction proceed at a pace that would insure the timely completion of the project.

2.6 Around this same time in February of 2013, while inspecting other portions of the project, the City discovered that Salinas's crews had damaged existing facilities during construction. As the Contract required Salinas to protect existing facilities during construction and repair any

damage caused to the same, the City demanded Salinas repair the damage it caused to the existing facilities. Salinas refused to repair the damage.

2.7 The March completion deadline passed. Salinas failed to timely complete the Work by the deadline. As stated before, time was of the essence for this contract and the contract included a liquidated damages provision authorizing the City to withhold funds from Salinas in the event Salinas's work remained uncompleted by the time specified in the contract. Pursuant to its express contractual authority, the City demanded Salinas accelerate its performance to make up lost days and the City withheld sums to protect it from damages for delay due to Salinas' failure to timely complete the project, as specifically allowed by the liquidated damages provision. More specifically, delayed performance by Salinas beyond the contractual completion date entitled the withholding of sums to cover accrued liquidated damages. In a letter dated August 14, 2013, Salinas acknowledged the City had the right to withhold liquidated damages for delay.

2.8 Additionally, as noted above, the City had previously put Salinas on notice of defective work that remained uncorrected. In order to protect itself and in accordance with Article 5 of the contract, the City withheld sums to cover the anticipated costs to correct and/or complete this work in accordance with the contract documents should Salinas fail to perform its contractual obligations. The City notified Salinas in writing of the deficiencies and failures, including failure to clean the line, failure to install the line on grade, failure to install proper backfill, and failure to install ribbon curbs.

2.9 In response to this notice and request to repair and demand for acceleration from the City, Salinas continued to fail to perform its contractual obligations by refusing to correct its defective work and by refusing to accelerate its performance to make up lost days. Instead of performing, Salinas attempted to declare the City in default and threatened to suspend its performance. The City continued to demand Salinas correct the deficiencies and expeditiously work

to complete the Project. Salinas continued to refuse to acknowledge the deficiencies or present a proposal for repairs and instead continued to engage in a letter writing campaign in lieu of taking responsibility and action.

2.10 As it turned out, after inspections and testing, the City discovered portions of the gravity fed sewer line were not installed according to plans and specifications and not at the correct slope. Major defects in the work included: significant portions of the line sagging, portions of the line containing debris, taps improperly installed, and manholes sinking. Minor defects were also identified that required repair. The City needed and demanded Salinas to correct the defects.

2.11 The sewer line being constructed in this project is a gravity fed sewer line. In order for the line to function properly by moving sewage from users down the line towards an end destination to a treatment facility, the line must have a consistent or fairly uniform slope from manhole to manhole at a minimum Texas Commission on Environmental Quality ("TCEQ") required slope of approximate one-tenth of one percent (0.11%). While this slope is very close to being flat, it is a slope proscribed by the TCEQ as a minimum and is a standard slope used on many wastewater treatment line construction projects. If the line fails to maintain a consistent slope, the line can become septic where sewage stalls and fails to flow as a result of normal gravitational forces. The line installed by Salinas did not conform to the plans and specifications, was not installed at a 0.11% slope, and sagged in multiple locations.

2.12 The City met with Salinas on September 17, 2013 to give Salinas the opportunity to acknowledge and address the deficiencies and offer a plan to correct and finish the work. Although Salinas acknowledged some of the defects and needs for repair, Salinas proposed that some of these repair items be ignored if the defect in the line was less than 31-feet in length. Although, in an effort to have the work completed expeditiously, the City was potentially willing to waive its requirement that minor defects in the line be repaired, the City was not willing to allow major defects to go

unrepaired. Instead of offering a solution for correcting all of the major deficiencies, Salinas again resorted to writing letters.

2.13 The City continued to demand Salinas submit a proposal to correct the defective work. Salinas did not submit a proposal for the corrective work but instead began making repairs without a coordinated plan for repair. The repairs were not being done correctly and were causing additional problems, including contamination of materials. Due to this unacceptable situation, the City formally demanded again that Salinas propose a plan to correct and finish the work called for in the contract.

2.14 Salinas continued to refuse to provide a repair plan. At this point, the City felt like it had no choice but to suspend Salinas's performance at the project, formally declare Salinas in default, and demand that the surety, Fidelity, as the surety and issuer of the performance bond, immediately step in and arrange for the completion of the corrective work necessary to bring the sewer line and other deficient work into conformity with the design documents. The City sent the demand letter to Fidelity on October 2, 2013. Pursuant to the contract terms, Fidelity had 10 days to initiate action. If Fidelity failed to initiate action within 10 days, the City had the right to step in, correct the work and seek full reimbursement from Fidelity and Salinas for all costs incurred in the performance of obligations upon which Salinas defaulted.

2.15 Salinas ignored the order to suspend performance and continued to ignore the requests for acknowledgment of responsibilities for correcting all defective work. Furthermore, even before the suspension order was issued, Salinas was months behind schedule and failed to make adequate progress towards completing the project. Work was erratic, lacked direction, and failed to address critical path items, namely the completion of the sewer line to allow for paving operations to begin. Due to Salinas's material breaches of contract, the City terminated the contract.

2.16 Despite being given notice of the defective work and need for prompt corrective work and completion and despite the fact that Fidelity had been monitoring the project and was well aware of the issues that led to Salinas's termination including being involved for over two months during the process of demanding repairs, Fidelity chose not to accept its obligations to take over the project. Given the very delicate situation with the affected subdivision, the City was in no position to allow additional delays in waiting for Fidelity to take action.

2.17 The City gave and continued to give Fidelity opportunities to step in and take over the Project, but Fidelity did not; therefore, the City hired a replacement contractor to repair and complete the work. The City hired Jordan Foster to perform the repairs and completion of the Project. After adjustments in scope of work, the contract price was approximately \$675,270.00 for the utility work, \$606,587.00 for the Phase I Street work and \$1,202,194.00 for the Phase II Street work.

2.18 The penal sum of the performance bond provided by Fidelity is \$3,593,489.74. As such, the limit of Fidelity's liability for damages is \$3,593,489.74, not inclusive of attorneys' fees and interest incurred by the City and caused by Fidelity's breach of its bond obligations. The City seeks full recovery of its damages from Salinas. Both Salinas and Fidelity would be jointly and severally liable for the first \$3,593,489.74 awarded to the City by the jury.

III. COUNTERCLAIMS AGAINST SALINAS

A. Breach of contract – Salinas

3.1 The City re-alleges and incorporates herein by reference, as though set forth in their entirety, the allegations contained in Paragraphs 2.1 through 2.18. The City specifically reserves and does not waive the right to amend the following allegations once substantial discovery is complete.

3.2 The City and Salinas entered into a valid and enforceable contract. The City has complied with its obligations contained in the contract.

3.3 The City hired Salinas to complete the project in a timely manner and in compliance with the Contract documents. Instead of timely completing its work, Salinas breached the Contract and did not complete the Project. The City would show that Salinas materially breached the Contract documents by failing to perform in accordance with its obligations. Among other things, Salinas failed to complete work according to the Project schedule, failed to produce work of acceptable quality, and failed to remedy its defective work.

3.4 As a direct and proximate result of Salinas's failure to perform in accordance with the Contract documents, the City has suffered damages within the jurisdictional limits of this Court, plus all applicable interest and attorney's fees resulting from the City's efforts to enforce its contractual rights. Tex. Civ. Prac. & Rem. Code §38.001.

B. Negligence – Salinas

3.5 The City re-alleges and incorporates herein by reference, as though set forth in their entirety, the allegations contained in Paragraphs 2.1 through 2.18. The City specifically reserves and does not waive the right to amend the following allegations once substantial discovery is complete.

3.6 Salinas, as contractor represented itself to be competent and capable of performing the Work at the Project in the specified time, owed a duty to the City and landowners not to perform its work in a negligent fashion that caused damage to work adjacent to the Project. Salinas has breached its legal duty and has proximately caused damages to the City as a result of its negligence. These damages are separate and apart from contractual damages caused by Salinas's breach of contract and are recoverable by the City under common law theory of negligence.

3.7 Salinas caused damage to existing facilities, monitoring wells and portions of Phase IV that require remediation and correction the City must provide. As a result of Salinas's negligent acts and the damage to the separate structures, the City has been damaged and seeks recovery of said damages from Salinas.

IV. CROSS-CLAIMS AGAINST FIDELITY

A. Claims Under Performance Bond – Fidelity

4.1 The City re-alleges and incorporates herein by reference, as though set forth in their entirety, the allegations contained in Paragraphs 2.1 through 2.18. The City specifically reserves and does not waive the right to amend the following allegations once substantial discovery is complete.

4.2 The City would show that Salinas secured the performance bond from Fidelity and that the City has taken all steps necessary to, and in fact did, perfect its claims against the bond. Without limiting or waiving the generality of the foregoing, the City would show that its claims were perfected by sending all proper and timely notices required by law, if any. All conditions precedent have been satisfied in order to create and perfect said claims against the bond. The City seeks enforcement of the claims in the performance bond.

4.3 As a direct and proximate result of Fidelity's failure and/or refusal to perform in accordance with its obligations under the performance bond, the City has suffered damages within the jurisdictional limits of this Court, plus all applicable interest and attorneys' fees.

V. ATTORNEYS' FEES

5.1 As a result of Salinas's breach, the City has been compelled to employ the undersigned attorneys to represent its interest in this matter, and has agreed to pay reasonable attorneys' fees for their services. Hence, pursuant to Section 38.001, et seq. of the Texas Civil Practice & Remedies Code, the terms of the contract and bond, and any other applicable Texas law, the City is entitled to recover of and from Plaintiff Salinas and Defendant Fidelity, jointly and severally, any and all reasonable and necessary costs and attorneys' fees, to be proven at the time of trial, for services rendered through and including the time of trial, post-trial motions, and any appellate actions before the Court of Appeals or the Texas Supreme Court.

VI. INTEREST

6.1 The City would further show, by virtue of the laws of the State of Texas, that it is entitled to recover all legal and equitable interest, both pre-judgment and post-judgment, at the highest legal rate of and from Plaintiff and Defendants, jointly and severally, as allowed by Texas law.

VII. DAMAGES

7.1 As a direct and proximate result of Plaintiff's and Defendant's failure to perform its contractual and bond obligations, the City has been damaged in the amount of approximately \$2,439,051.00 and herein seeks recovery of these damages. Requested damages are within the jurisdictional limits of this Court.

VIII. CONDITIONS PRECEDENT

8.1 All conditions precedent to the City's right to recover the relief herein requested have been performed or have occurred as required by Rule 54 of the Texas Rules of Civil Procedure.


IX. PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant, the City of Seguin, prays that Defendants appear and answer and that the City have judgment against Plaintiff for the following:

- (1) Damages within the jurisdictional limits of this court;
- (2) Reasonable attorney fees;
- (3) Pre-judgment and post-judgment interest as allowed by law;
- (4) Costs of suit; and
- (5) All other relief the Court deems appropriate.

Respectfully submitted,

THE CHAPMAN FIRM, PLLC
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By: 
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State Bar No. 24026469
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CERTIFICATE OF SERVICE

I certify that a true copy of this document has been served on the persons or parties identified below in accordance with one or more of the methods of service recognized by the Texas Rules of Civil Procedure on the 18th day of November, 2014.

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