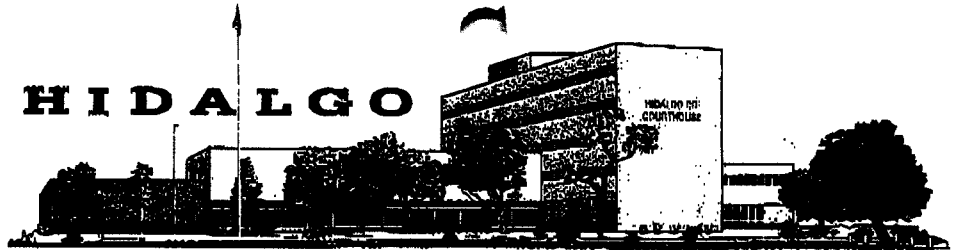


COUNTY *of* **HIDALGO**



EDINBURG, TEXAS 78539

Joe M. Flores

County Commissioner, Pct. No. 3

P.O. Box 607

Mission, Texas 78573

Office: (956) 585-4509

Fax: (956) 585-2375

MEMORANDUM

TO: Juan M. Tapia, Buyer
Hidalgo County Purchasing Department

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3 *JMF*

DATE: December 7, 2006

RE: Bid Award/Recommendation
Light Fixtures Maintenance

After reviewing the bid tabulation sheet on the above-mentioned project, I am recommending awarding the bid to the sole bidder.

Please include my recommendation as part of the agenda for the next Commissioner Court meeting.

If you should have any questions or require additional information, please do not hesitate to contact me at (956)585-4509.

**HIDALGO COUNTY -
 "LIGHT FIXTURES MAINTENANCE"
 RFSQ NO. 2006-404-11-15-VGG**

BID PAGE

(EXHIBIT "B")

Item	Qty	Description	Unit Cost
01.		LANE CLOSURE	\$ 5,000.00 per Unit
02.		REMOVE AND REPLACE LUMINAIRE FIXTURES	\$ 425.00
03.		REPLACE WIRE AND FUSES	\$ 350.00
04.		REMOVE AND REPLACE PHOTO CELLS	\$ 95.00
05.		REMOVE AND REPLACE LAMPS	\$ 125.00
06.		REMOVE AND REPLACE BALLASTS	\$ 275.00
		SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole \$ 2,500.00

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole \$ 525.00

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common:	\$ <u>1.75</u>	Per foot
Rocky:	\$ <u>2.75</u>	Per foot

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	\$ 35.00
b.	Electrician	\$ 30.00
c.	Operator	\$ 25.00
d.	Ground Men/ Labor	\$ 15.00
e.	12 Ton 56" JLG Crane	\$ 150.00
f.	4 Ton 46' Nat'l Crane with Bucket	\$ 125.00
g.	Altec AM 660 Bucket 40'	\$ 100.00
h.	Hi Ranger TDI 65 55'	\$ 125.00
i.	30 HP 360 Case Trencher/ Backhoe	\$ 110.00
j.	6010 Case Directional Drill up to 4" inch	\$ -----
k.	6010 Case Directional Drill up to 8" inch	\$ -----
l.	Water Truck with Mud System	\$ -----
m.	Dump Truck	\$ -----
n.	1 Ton Pick up with Tools	\$ 40.00
o.	Generator	\$ 100.00
p.	Compressor	\$ 80.00
q.	Digger Derrick	\$ 150.00
r.	Vacuum Excavator	\$ -----

SPECIFICATIONS

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.
2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.
3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.
4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.
5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.
6. **BIDDER QUALIFICATIONS:** Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.
7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an "as needed basis only".
8. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.
9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.
10. The following price schedule will be utilized throughout the agreement period to pay for services.
11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.
12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.
13. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.
14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

CLARIFICATION: Traffic control is to be included in all costs quotes and in accordance with item 13 below. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

HIDALGO COUNTY -
"LIGHT FIXTURES MAINTENANCE"
RFSQ NO. 2006-404-11-15-VGG
NOVEMBER 15, 2006

GENERAL TERMS AND CONDITIONS

The County of Hidalgo is seeking for sealed quotes for: "**LIGHT FIXTURES MAINTENANCE**" to be awarded based on a monthly fee. The term of the sealed quote shall be for a period of one year to commence upon award, but in no event to exceed the statutory bid limit of \$25,000.0 a year.

Sealed quotes are due by no later than, 3:00 p.m., Wednesday, November 15, 2006.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road) to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994+00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 1/2 Rd.) Circuits E, F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

Hidalgo County reserves the right to accept or reject sealed quotes submitted, waive minor formalities, accept the bid deemed most advantageous to Hidalgo County to hold sealed quotes for a period of sixty (60) days without taking action thereon.

In cases of discrepancy between unit price and extension, the unit price shall govern.

The bidder who is awarded will ensure that all insurance documentation (see Exhibit "C") will be submitted to the Hidalgo County Purchasing Department at the time of sealed quote submission. Bonding and worker's compensation documentation shall also be provided to the Hidalgo County Purchasing Department for qualification of sealed quote. Unless all insurance documentation is submitted, sealed quote will not be considered.

COMPANY NAME:	Lumatec Lighting Service
ADDRESS:	P O Box 2225
CITY/STATE/ZIP CODE:	McAllen Texas 78502-2225
PHONE/ FAX NUMBER:	1-956-664-1854 / 1-956-664-9981
CONTACT PERSON:	Victor T. Rios

HIDALGO COUNTY (PALMVIEW)

PROJECT (CS)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

HIDALGO COUNTY (MID VALLEY)

PROJECT (CS)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-06-00-00-00**

THIS CONTRACT is made and entered into this ___ day of _____, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for _____ "the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, 20____, and ending on _____, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below.

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas**

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be perform able in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2006.

COUNTY OF HIDALGO

By: Ramon Garcia, County Judge

ATTEST:

J. D. Salinas, III, County Clerk

COMPANY:

By:

Printed Name:

Title: