

Roli

Juan Tapia/HCSO  
02/28/2008 09:37 AM

To rolando.flores@co.hidalgo.tx.us, leticia.saenz@co.hidalgo.tx.us  
cc anacleto.martinez@hidalgo.org, richard.ozuna@hidalgo.org,  
Leonel Moncivais/HCSO@HCSO, Frank  
DeHoyos/HCSO@HCSO, Virginia Rodriguez/HCSO@HCSO  
bcc

Subject: Re: Bid # 08-017-02-27 Generators Service/Maintenance  
t Agreement

c Following your inquire, we recommend to route through  
Commissioner's Court Agenda for approval to award a  
service /maintenance contract agreement to Holt Cat for  
our above mentioned project. Thank You JMT

"Rolando.Flores" <Rolando.Flores@co.hidalgo.tx.us>



"Rolando.Flores"  
<Rolando.Flores@co.hidalgo.tx.us>  
02/27/2008 03:57 PM

To <Juan.Tapia@hidalgo.org>  
cc <rozuna@hidalgo.org>  
bcc

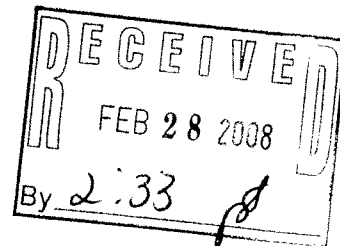
Subject: Bid no 08-017-02-27-rol Generators  
t

**I gave Mr. Juan Tapia a copy of the bid turned in by Holt Power systems for the  
Generator Project. Please review and submit recommendation. Thanks**

Rolando Roli Flores  
Hidalgo County Purchasing Department  
Physical 2802 South Business Hwy.281  
Postal/Mailing 2812 South Business Hwy.281  
Edinburg Tx. 78539  
Office(956)292-7000 Ext.4855  
Fax (956) 318-2629 or (956)292-7612



APPROVAL OF BID FORM.doc



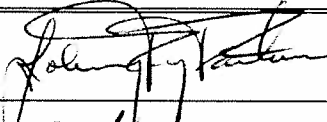
**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**RFB-RFP-RFQ**

**BID OPENING DATE: FEBRUARY 27, 2008                      BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY SHERIFF'S OFFICE-  
SERVICE/MAINTENANCE AND REPAIR AGREEMENT FOR GENERATORS"**

**BID NO.: 08-017-02-27-rol**

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Atlas Technologies	Person		02/22/08	7020 N. 16TH ST. McAllen, Tx. 78504 950-240-1821
2. Holt Power Systems	mail	R. Flores	2/11/07	1320 S. 25th Ave. Edinburg TX 78541
3. Waukesha Pearce	mail	R. Flores	2/11/07	3740 SE Loop 410 San Antonio 78220
4. Joffin Equipment	mail	R. Flores	2/11/07	4728 Cotton Belt Dr. San Antonio 78218
5.				
6.				
7.				
8.				
9.				
10.				
11.				

\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)  
BIDDER LIST MAIL OUT (BLM)  
E-MAIL (EM)  
FACSIMILE (FAX)

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: FEBRUARY 27, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "SERVICE/MAINTENANCE AND REPAIR FOR GENERATORS "

BID NO: 08-017-02-27-rol

BUYER: ROLI FLORES

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	HOTT San Antonio		6,100.00	
#2		B	5,200.00	
#3		C	5,400.00	
#4		D	97.50	after 76 hrs 146.50
#5				
#6				
#7				
#8				
#9				

## EXHIBIT "A"

### Hidalgo County Sheriff's Office RFB NO. 08-017-02-27-ROL

#### Service/Maintenance and Repair Agreement for Generators

#### SPECIFICATION

The Hidalgo County Sheriff's Office is requesting sealed bids for a one (1) year term for service/maintenance and repair agreement along with a listing prices for the following P.M. 1, P.M. 2, and P.M. 3 for four (4) Caterpillar, one (1) Kohler 250 (Detroit Diesel) and one (1) Generac Generators along with a repair hourly rate on and "As Needed Basis" with a mark up for parts, located at the Hidalgo County Sheriff's Office (Adult Detention Center, Motor Pool, and Academy). Participants **must** be authorized factory trained and certified to work on all Caterpillar equipment and its switch gear (I S O Links, and Zenith) along with Kohler (Detroit Diesel) equipment and its switch gear. Participants **must** also use only genuine Caterpillar parts (equal or better) and Detroit Diesel parts (filter, oil, air, diesel, and misc. parts) and able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission. Technicians must be available twenty-four hours seven days a week. The following services will be provided in accordance with these specifications and the manufacturer recommendations.

#### Requirements, Terms & Conditions

1. Please provide with your sealed bid a technician fee on an "As needed basis" per hour (normal and after hours) and the percentage mark up rate for parts for repairing the mentioned generator(s)
2. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.
3. The term of the agreement will be for a period of one (1) year.
4. Any contract awarded to a successful vendor will be in effect until:
  - The contract expires.
  - Delivery and acceptance of product and/or performance of services ordered.
  - Termination by HIDALGO COUNTY with thirty (30) days written notice prior to cancellation
5. HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.
6. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in exhibit "C" insurance requirements.

7. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

ADDITIONAL INFORMATION

HIDALGO COUNTY IS REQUESTING THAT ANY AND ALL QUESTIONS, INQUIRIES, AND CLARIFICATIONS REGARDING QUOTES, BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS BE ADDRESSED TO, MARTHA L. SALAZAR, CPPB, PURCHASING AGENT, POSTAL/MAILING: 2812 S. BUSINESS HIGHWAY 281, NEW ADMINISTRATION BUILDING, EDINBURG, TEXAS 78539 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, FEBRUARY 20, 2008, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, FRIDAY, FEBRUARY 22, 2008 , BY 5:00 P.M..

**Description of Generators**

**Physical Location**

1. Cat. 3512 B 750 K.W 1GZ00708	Adult Det. Cen.	701 El Cibolo Rd. F.M. 162
2. Cat. 3512 B 750 K.W 1GZ00709	Adult Det. Cen	701 El Cibolo Rd. F.M. 162
3. Cat. 3412 C 600 K.W 3FZ02548	Law Enf.	711 El Cibolo Rd. F.M. 162
4. Cat. D 304 350 K.W 92B03273	Motor Pool	713 El Cibolo Rd. F.M. 162
5. Kohler 250 250 K.W 2095562	Academy	715 El Cibolo Rd. F.M. 162
6. Generac 100 K W. 125 KVA	Courthouse Sally Port	100 N. Closner, Edinburg, TX.

**SCOPE OF SERVICES / MAINTENANCE FOR GENERATORS**

A. The following generators require one (1) P.M. 2 for one of the quarters of this year.

- Gen. 1 Cat. 3512 B
- Gen. 2 Cat. 3512 B
- Gen 3 Cat. 3412 C

B. The following generators require one (1) P.M. 3 for one of the quarters of this year.

- Gen. 4 Cat. D-304
- Gen. 5 Kohler 250

C. Generators will require three (3) P.M. 1 broken down in quarters for the remainder of the year.

- \* Gen. 1 Cat. 3512 B
- \* Gen. 2 Cat. 3512 B
- \* Gen. 3 Cat. 3412 C
- \* Gen. 4 Cat. D-304
- \* Gen. 5 Kohler 250
- \* Gen. 6 Generac SD100

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all five (6) generators.

**DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS**

**Scheduled Maintenance LEVEL 1 – Recommended Quarterly**

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

## COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

## FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

## AIR INDICATION AND EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filter housing for damage, loose connections, and evidence of leaks. Clean air filter housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

## LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination. Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

## STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity.
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

## ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect all panel and system alarms.

## CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

## **Scheduled Maintenance LEVEL 2 (Includes All Services Level 1 Inspections, AS Well As The Following) – Recommended Annually.**

### FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

### LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

### AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

### ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.

- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

#### GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

#### CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

### **Scheduled Maintenance LEVEL 3 (Includes All Services Previously Listed Under Level 1 and Level 2. As Well As The Following) – Recommended Every Three (3) Years:**

#### COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

#### STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

#### AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

### **TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually**

#### INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

**LOAD BANK TESTING – Required Annually For Most Applications (SEE NFPA 110 & NFPA 99)**

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as “wet stacking”, which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to NFPA 99 for Healthcare Facilities, pertinent information is underlined):

**6-4 Operational Inspection and Testing.**

**6-4.1\*** Level 1 and Level 2 EPSS’s, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

**6-4.2\*** Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

- (a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating
- (b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only be achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

### MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference.

### FUEL ANALYSIS – Recommended Annually

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt Min Max	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass, max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1) Cetain index min 2) Aromaticity, % vol, max	D976 D1319	40 35		40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

**EXHIBIT "B"**

**HIDALGO COUNTY SHERIFF'S OFFICE  
"SERVICE/MAINTENANCE AND REPAIR AGREEMENT FOR  
GENERATORS"**

**RFB NO.: 08-017-02-27-rol**

**BID PAGE**

**TOTAL PRICE PER SERVICE (for term):**

A. The following generators require one (1) P.M. 2 for one of the quarters of this year.

- Gen. 1 Cat. 3512 B
- Gen. 2 Cat. 3512 B
- Gen. 3 Cat. 3412 C

\$ 6,100

B. The following generators require one (1) P.M. 3 for one of the quarters of this year.

- Gen. 4 Cat. D-304
- Gen. 5 Kohler 250

\$ 5,200

C. Generators will require three (3) P.M. 1 broken down in quarters for the remainder of the year.

- Gen. 1 Cat. 3512 B
- Gen. 2 Cat. 3512 B
- Gen. 3 Cat. 3412 C
- Gen. 4 Cat. D-304
- Gen. 5 Kohler 250
- Gen. 6 Generac SD100

\$ 5,400

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

D. Technician Fee

1. Normal hours \$ 97.50 (specify hours) 8 to 5

2. After hours \$ 146.50 (specify hours) \_\_\_\_\_ to \_\_\_\_\_

3. Mark up rate for parts \_\_\_\_\_%

F. Other \_\_\_\_\_

BIDDER/COMPANY NAME: Holt Texas LTD dba HOLT CAT

ADDRESS: 3302 S.W.W. White Rd.

CITY/STATE/ZIP CODE: San Antonio, TX 78222

PHONE & FAX NO.'S: 210.648.1111, 210.648.0079

CELLULAR & BEEPER NO.'S: \_\_\_\_\_

AUTHORIZED SIGNATURE: *David Hennessee*

PRINTED NAME: David Hennessee

TITLE: Vice President - CFO

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-08-017**

THIS CONTRACT is made and entered into this \_\_\_\_<sup>th</sup> day of **Month Year** by and between the **County of Hidalgo, Texas** ("County"), and **Company** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Service/Maintenance and Repairs for Generators**" (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 locations at **Hidalgo County Sheriff's Office**. 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 **Hidalgo County** 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 of **one (1) year ("On An As Needed Basis")**, commencing Month Year and expiring on Month year, County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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 78539**

If to Company: **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 performable in Hidalgo County. ✓

**DRAFT**

WITNESS our hands in duplicate originals this \_\_\_ day of Month, 2008. ✓

**APPROVED AS TO FORM:**

By:  
Atlas & Hall, LLP

**DRAFT**

COUNTY OF HIDALGO

**ATTEST:**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_  
Printed Name:  
Title: