

**REQUIREMENTS AGREEMENT**  
**C-08-174-0916**

THIS AGREEMENT (the "Agreement") is entered into effective as of September 16, 2008 by and between Richard Garza dba Cuartitos.com a **TEXAS Sole Proprietor** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Purchase of Modular Offices**" on an "**As Needed Basis**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Hidalgo County**" in the areas of **HIDALGO COUNTY** projects for a period of September 16, 2008 from September 16, 2009 with the option to renew for an additional one (1) year term under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring

them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County  
Attention: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

If to Seller: Richard Garza dba Cuartitos.com  
3910 W. Freddy Gonzalez Drive  
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** 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 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.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.


(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

**APPROVED BY COMMISSIONERS COURT ON, 09/16/08**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:   
Date: 9-10-08

HIDALGO COUNTY

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

ATTEST:

\_\_\_\_\_  
**Arturo Guajardo, Jr., County Clerk**  
Date: \_\_\_\_\_

**Vendor: Richard Garza dba**  
**CUARTITOS.COM**  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SPECIFICATIONS**

**Hidalgo County**  
**“Purchase of Modular Offices”**  
**Bid No.:08-174-07-23-YSI**

**Exhibit A**

**GENERAL REQUIREMENTS**

- I. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.
- II. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish “Modular Offices” on an **As Needed Basis** including, but not limited to, the following:

**TERMS, CONDITIONS AND REQUIREMENTS**

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
2. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.
3. All purchases will be on an **“As Needed Basis”**, there are no set quantities to be purchased.
4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.
5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.
6. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit “C”.
7. Hidalgo County reserves the right to award to one (1) or multiple vendors.
9. This contract is not limited to the user departments only. It may be used by any County department(s).
10. All bid prices for items shall take into consideration shipping/handling, delivery and set up costs.
11. All Modular Offices must be reconditioned as new or like new.

**Hidalgo County**  
**“Purchase of Modular Offices”**  
**Bid No.:08-174-07-23-YSI**

**SPECIFICATIONS**

**Standard Container**

The following size options must be available:

40' x 8'  
20' x 8'  
10' x 8'

All “Containers” must meet the minimum specifications listed below.

Solid Steel Portable Container  
14 Gauge Steel Exterior  
Solid Steel Cube  
1 ¼ Maine Grade Solid Cedar Floor  
6” Channel Iron Under Lay w/Powder Coating  
Solid Steel Double Doors w/Up To 3 Lock Options

All “Containers” must be able to be converted into “Modular Offices” while meeting the minimum specifications listed below.

10,000 BTU A/C (for 40' x 8' model)  
10,000 BTU A/C (for 20' x 8' model)  
6,500 BTU A/C (for 10' x 8' model)  
2 Lamp Fluorescent Luminare Lighting Fixture  
3 Electrical Outlets  
110 Volt Breaker Box  
Vinyl Flooring (1 x 1 vinyl squares)  
¼ Lauan Interior Paneling (5.2mm)  
Neutral colored paint finish  
Insulation Equivalent to Pink Panther R-11 3 ½” x 15”  
Outside Electrical Hook-Up  
(Quick Connect)

Once converted all “Modular Offices” should have the following as options:

Windows: Double Pane 44” W x 36” H  
Double Pane 36” W x 36” H

Doors: these must include doors knobs and locks  
Standard Metal Door  
Standard Double French Doors  
Standard “Store Front” Glass Door

Connections: Telephone Ready Connection  
Internet Ready Connection

Price must include delivery and set-up in designated areas in Hidalgo County.

**ADDITIONAL CONDITIONS AND REQUIREMENTS**

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. **Telephone calls will not be accepted!** All written inquiries will be accepted via facsimile no later than, Wednesday, **July 16, 2008, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, July 18, 2008.**

**EXHIBIT "B"**  
**PAYMENT SCHEDULE**

**Hidalgo County**  
**“Purchase of Modular Offices”**  
**Bid No.:08-174-17-23-YSI**  
**Exhibit B**

**BID PAGE**

*Standard Container*

Standard Container 40' x 8' \$ 7,295.00

Standard Container 20' x 8' \$ 3,700.00

Standard Container 10' x 8' \$ 3,500.00

*Modular Offices (standard containers that have been converted meeting specifications)*

40' x 8' Modular Office with  
 10,000 BTU A/C  
 2 Lamp Fluorescent Luminare Lighting Fixture  
 3 Electrical Outlets  
 110 Volt Breaker Box  
 Vinyl Flooring (1 x 1 vinyl squares)  
 ¼ Lauan Interior Paneling (5.2mm)  
 Neutral colored paint finish  
 Insulation Equivalent to Pink Panther R-11 3 ½" x 15"  
 Outside Electrical Hook-Up  
 (Quick Connect) \$ 22,995.00

20' x 8' Modular Office with:  
 10,000 BTU A/C  
 2 Lamp Fluorescent Luminare Lighting Fixture  
 3 Electrical Outlets  
 110 Volt Breaker Box  
 Vinyl Flooring (1 x 1 vinyl squares)  
 ¼ Lauan Interior Paneling (5.2mm)  
 Neutral colored paint finish  
 Insulation Equivalent to Pink Panther R-11 3 ½" x 15"  
 Outside Electrical Hook-Up  
 (Quick Connect) \$ 12,995.00

10' x 8' Modular Office with:  
 6,500 BTU A/C  
 2 Lamp Fluorescent Luminare Lighting Fixture  
 3 Electrical Outlets  
 110 Volt Breaker Box  
 Vinyl Flooring (1 x 1 vinyl squares)  
 ¼ Lauan Interior Paneling (5.2mm)  
 Neutral colored paint finish  
 Insulation Equivalent to Pink Panther R-11 3 ½" x 15"  
 Outside Electrical Hook-Up  
 (Quick Connect) \$ 12,495.00

*Options*

Windows: Double Pane 44" W x 36" H \$ 350.00

Double Pane 36" W x 36" H \$ 305.00

Doors: Standard Metal Door \$ 250.00

Standard Double French Doors \$ 495.00

Standard Single 'Store Front' Glass Door \$ 995

Standard Double 'Store Front Glass Door \$ 1,500

Connections: Telephone Ready Connection with 2 outlets \$ 200

Internet Ready Connection with 2 connects \$ 200

Price must include delivery and set-up in designated areas in Hidalgo County

BIDDER/COMPANY NAME RICHARD A. GARZA DBA CUARTITOS.COM

ADDRESS 3910 W. FREDDY GONZALEZ DR.

CITY/STATE/ZIP EDINBURG, TEXAS 78539

PHONE NO/FAX NO 956-383-6295 FAX: 956-381-1176

CELL PHONE NO 956-638-6295

E-MAIL ADDRESS richardagarza@aol.com

AUTHORIZED SIGNATURE 

TITLE OWNER

**EXHIBIT "C"**  
**INSURANCE**  
**REQUIREMENTS**

**ACORD**

TM.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/08/2008

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195  
**MARBURGER-HOLT INSURANCE AGENCY**  
 1305 SOUTH CLOSNER  
 P O BOX 1198  
 EDINBURG TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
**BIC INVESTMENTS AND CUARTITOS.COM**  
 DBA RICHARD GARZA  
 3910 WEST FREDDY GONZALEZ DRIVE  
 EDINBURG TX 78539

INSURER A: **PENN-AMERICA**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	<b>PAC6792743</b>	<b>08/28/08</b>	<b>08/28/09</b>	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER	
		If yes, describe under SPECIAL PROVISIONS below				E. L. EACH ACCIDENT	\$
						E. L. DISEASE-EA EMPLOYEE	\$
						E. L. DISEASE-POLICY LIMIT	\$
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

County of Hidalgo  
 Attn. Purchasing Department  
 2802 S. Business Highway 281  
 Edinburg, TX 78539

Attention:

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

  
 Jack Holt

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 73APR223889

**CERTIFICATE OF INSURANCE**

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or their appointed General Agents. Where reference is made to an Aggregate Limit, such limit is the company's maximum liability under the policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 07/22/2008 2:03 PM

NAMED INSURED RICHARD GARZA DBA CUARTITOS.COM

NAMED INSURED'S ADDRESS 3910 W. FREDDY GONZALEZ EDINBURG, TX 78539

INSURANCE COMPANY NAME: NATIONAL LIABILITY & FIRE INSURANCE COMPANY

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
73APR223889	<b><u>AUTOMOBILE LIABILITY</u></b>		06/17/2008 10:52 AM 06/17/2009 12:01 AM
	Bodily Injury	Each Person \$ <u>N/A</u>	
		Each Person \$ <u>N/A</u>	
	Property Damage	Each Accident \$ <u>N/A</u>	
	Bodily Injury & Property Damage	Combined Single Limit \$ <u>500,000</u>	
	In-Tow Coverage	\$ <u>N/A</u>	
	Other: _____	\$ _____	
	<b><u>GARAGE LIABILITY</u></b>		
		Auto Only Other than Auto	
	Bodily Injury & Property Damage		
	Combined Single Limit	\$ _____ \$ <u>N/A</u>	
	Aggregate Limit	\$ <u>N/A</u>	
	Garagekeepers Coverage		
	<input type="checkbox"/> Legal Liability <input type="checkbox"/> Direct Primary <input type="checkbox"/> _____	\$ <u>N/A</u>	
	Other: _____	\$ <u>N/A</u>	
<b><u>CARGO COVERAGE</u></b>			
Cargo Limit	\$ <u>N/A</u>		
Other: _____	\$ <u>N/A</u>		
		06/17/2008 10:52 AM	

Vehicle Schedule	Comprehensive or Specified Causes	Stated Amount	Phys. Dam Deductible
Vehicle Number (Year, Make, Model, VIN)			
1993 GMC TRUCK 1GDK7H1P4PJ508146	N/A	N/A	N/A
1994 INTERNATIONAL TRUCK 1HT3DPNN0RH551637	N/A	N/A	N/A
1990 KALY TRAILER 1K9E33245L1005051	N/A	N/A	N/A

*Don Carson*

This Certificate issued to:  
 COUNTY OF HIDALGO ATTN: PURCHASING DEPT  
 2802 S. BUSINESS HWY. 281  
 EDINBURG, TX 78539

This Certificate issued by:  
 Burns & Wilcox Ltd.  
 2301 E. Lamar Blvd. 5th Floor  
 Arlington, TX 76006

PRODUCER Phone 956-383-0117 Fax 956-383-0195  
**MARBURGER-HOLT INSURANCE AGENCY**  
 1305 SOUTH CLOSNER  
 P O BOX 1198  
 EDINBURG TX 78539

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INSURED  
**Richard A Garza dba**  
**BIC INVESTMENTS AND CUARTITOS.COM**  
 3910 WEST FREDDY GONZALEZ DRIVE  
 EDINBURG TX 78539


INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Texas Mutual Insurance Company</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$								
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	<b>Q000968577</b>	<b>09/04/08</b>	<b>09/04/09</b>	<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E L EACH ACCIDENT</td> <td>\$ <b>500,000</b></td> </tr> <tr> <td>E L DISEASE-EA EMPLOYEE</td> <td>\$ <b>500,000</b></td> </tr> <tr> <td>E L DISEASE-POLICY LIMIT</td> <td>\$ <b>500,000</b></td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E L EACH ACCIDENT	\$ <b>500,000</b>	E L DISEASE-EA EMPLOYEE	\$ <b>500,000</b>	E L DISEASE-POLICY LIMIT	\$ <b>500,000</b>
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E L DISEASE-EA EMPLOYEE	\$ <b>500,000</b>													
E L DISEASE-POLICY LIMIT	\$ <b>500,000</b>													
		OTHER:												

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**  
 Richard A Garza-Owner is excluded under Worker's Compensation Coverage.  
 Blanket Waiver of Subrogation in favor of the Certificate Holder.

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo Attn: Purchasing Department 2802 S Business Hwy 281 Edinburg, Texas 78539  Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  Jack Holt

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.