

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT  
C-09-009-03-03**

THIS CONTRACT is made and entered into this **12<sup>th</sup>** day of **March, 2009**, by and between the **County of Hidalgo, Texas** ("County"), and **Ricardo R. Guerra dba Guerra Construction CO.** ("Sole Proprietor").

WHEREAS, Company responded to request for bids for **"New & Used Guard Rail Beam Materials & Installation"**(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 ("Vendor's Bid")" respectively, and incorporated herein for all purposes (the "RFB Packet"); 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 agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "A" for **"New & Used Guard Rail Beam Materials & Installation"**  
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 **Elected Official, Department Head or his designated agent(s)**. 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 **March 11, 2009** and ending **March 10, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. 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           **Guerra Construction**  
                                  **Attn. Mr. Ricardo Guerra**  
                                  **6700 N. Mile 3 ½ W**  
                                  **Weslaco, Texas 78596**

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 County 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.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2009.

**COUNTY OF HIDALGO**

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

**ATTEST:**

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

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Antonio Mendoza, Assistant District Attorney

Approved by Commissioners Court: \_\_\_\_\_

# RFP PACKET



PURCHASING DEPARTMENT  
County Of Hidalgo

February 02, 2009

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Re: **HIDALGO COUNTY**  
Request for Bids -"**REQUEST FOR NEW & USED GUARD RAIL BEAM  
MATERIALS & INSTALLATION**" (including all funding sources, programs, and  
entities)  
**Bid No: 09-009-02-18-YZV**

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB)  
CHECKLIST**

**HIDALGO COUNTY "NEW & USED GUARD RAIL BEAM MATERIALS &  
INSTALLATION"**

**Bid No: 09-009-02-18-YZV**

1. Request for Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 3 page.
4. Non-Collusion Affidavit of Prime Bidder, consisting of 1 page.
5. Exhibit "B" Bid Page consisting of 1 page.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Draft Service Contract consisting of 5 pages.
10. Prevailing Wage Legal Requirements, consisting of 2 pages.
11. Certification Regarding Debarment 1 pages.
12. Bid Specifications (Tx. DOT-Standard Sheets & Design Details), consisting of 11 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

*Martha L. Salazar* *Per*

Martha L. Salazar, CPPB  
Purchasing Agent

JAN 27 2009

Date

<b>Bid No: 09-009-02-18</b>	<b>Buyer: Yolanda Velasquez</b>	<b>Tel. No: (956) 318-2626</b>
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REQUEST FOR BIDS

**REQUEST FOR BIDS**

**HIDALGO COUNTY DEPARTMENT  
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"  
(Including all Funding Sources, Programs and Entities)**

**BID OPENING DATE:  
February 18, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Bus Hwy 281 New Administration Building  
Edinburg, Texas 78539  
956 318-2626

Form HCPD-03

**LEGAL NOTICE**

**BID NO: 09-009-02-18-YZV**

1. Sealed bids will be received for **"HIDALGO COUNTY – NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** (including all Funding Sources, Programs and Entities) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-09-009-02-18-YZV- HIDALGO COUNTY- NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 18, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-09-009-02-18-YZV- RFB-NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION FOR HIDALGO COUNTY"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
 Martha L. Salazar, Purchasing Agent  
 (956) 318-2626

**16. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - b) Name and address of successful bidder
  - c) Name and address of receiving department or official
  - d) Purchase Order Number (if any)
  - e) Notation - **"HIDALGO COUNTY-NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Department  
 ATTN.: Ray Eufrazio, CPA  
 2802 S Business Hwy 281  
 Edinburg, Texas 78539  
 956-318-2511

**17. Schedule of Events**

**Bid Opening, 9:30 AM** February 18, 2009  
 Award of Contract \_\_\_\_\_, 2009  
 Commence Work or Deliver Products \_\_\_\_\_, 2009

**18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

**19. Ethical Standards:**

- 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 therefore pending before any department or agency of the County.
- 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**20. 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.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires,

(b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

**26.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

**27.** Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

**28.** Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**29.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**30.** The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY**  
**"New & Used Guardrail Beam Materials & Installation"**  
(Including all Funding sources, Programs and Entities)  
**BID NO.: 09-009-02-18-YZV**  
**February 18, 2009**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Hwy 281 - New Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
SPECIFICATIONS/REQUIRMENTS  
HIDALGO COUNTY  
"New & Used Guard Rail Beam  
Materials & Installation"

RFB: 2009-009-02-18-YZV

2009-009-02-18-YZV

2009-009-02-18-YZV

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"**  
(Including all funding sources, Programs and Entities)  
**BID NO.: 2009-009-02-18-YZV**  
**S P E C I F I C A T I O N S**

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.
2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.
5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
6. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.
8. Prospective bidders shall make a careful examination of the project sites.
9. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.
10. The Contractor shall at all times provide access to existing homes.
11. No open trenches or excavation shall be left open overnight.
12. The contractor will provide all labor and materials for the subgrade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat

and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

13. 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 terms.
14. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.
15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions.
16. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors which ever is more valuable to the County.
17. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.
18. Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

**19. Market Volatility and Unit Price Adjustment:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

**1) Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence to prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and is process at time of price change.

**2) Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for

items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**3) Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**4) Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**5) Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 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 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

**State of .....**)

**County of.....)**

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_, of  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this  
attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,  
representative:, employees or parties in interest, including this affiant, has in any way  
colluded, conspired a collusive or sham Bid in connection with the Contract for which  
the attaché Bid has been submitted or to refrain from bidding in connection with such  
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion  
or communication of conference with any other Bidder, firm or person to fix the price or  
prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost  
element of the Bid price or the Bid price of any other Bidder, or to secure through any  
collusion, conspiracy, connivance or unlawful agreement any advantage against the  
Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are  
not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement  
on the part of the Bidder or any of its agents, representatives, owners, employees, or  
parties in interest, including this affiant.

\_\_\_\_\_  
formed respecting th  
(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on this \_\_\_\_\_

Day of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Title

000  
BID PAGE

**EXHIBIT "B"**

BID PAGE

HIDALGO COUNTY  
REQUEST FOR BID

"New & Used Guard Rail Beam  
Materials & Installation"

RFB: 2009-009-02-18-YZV

BID PAGE

000  
BID PAGE

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"NEW & USED GUARD RAIL BEAM MATERIALS &**  
**INSTALLATION"**

(Including all funding sources, programs, and entities)

**BID NO: 09-009-02-18-YZV**

**BID PAGE**

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable  
**INCOMPLETE** submittals shall be considered a probable cause for disqualification.

**NEW & USED GUARD RAIL**  
**(Costs to include Materials & Installation)**

<b>Item Description</b>	<b>Unit</b>	<b>Unit Bid Price</b>
New Guard Rail	LF	\$
New Guard Rail (Curved)	LF	\$

<b>Item Description</b>	<b>Unit</b>	<b>Unit Bid Price</b>
Used Guard Rail	LF	\$
Used Guard Rail (Curved)	LF	\$

**BIDDER/COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP CODE:** \_\_\_\_\_

**PHONE N°:** \_\_\_\_\_ **FAX N°:** \_\_\_\_\_

**CELLULAR N°:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**EXHIBIT "C"**

INSURANCE REQUIREMENTS

HIDALGO COUNTY  
REQUEST FOR BID

"New & Used Guard Rail Beam  
Materials & Installation"

RFB: 2009-009-02-18-YZV

REQUEST

# EXHIBIT "C"

## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each ~~policy of insurance~~ required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

County for  
policy of insurance

**ACORD** **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER  INSURED	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.  <b>INSURERS AFFORDING COVERAGE</b> INSURER A: 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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				PER PERSON - ADV INJURY \$
	<input type="checkbox"/> OWNERS & CONT PROT				PER POLICY AGGREGATE \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				PRODUCTS - COMP/OP \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				
B	<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 AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE \$				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STAT: <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER <b>Hidalgo County</b> Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> 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 AGENT'S OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	-------------------------------------	--



## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_
2. Bonds: \_\_\_\_\_
3. Certificates: \_\_\_\_\_
4. Permits: \_\_\_\_\_
5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip  
order to expedite the  
in the disc

**EXHIBIT "D"**

CIQ FORM

HIDALGO COUNTY  
"New & Used Guard Rail Beam  
Materials & Installation"

RFB: 2009-009-02-18-YZV

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate )

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

009-009-

**BIDDER/VENDOR  
APPLICATION AND W-9**

HIDALGO COUNTY

RFB: 2009-009-02-18-YZV

009-009-

HIDALGO C

# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: [purchasing@co.hidalgo.tx.us](mailto:purchasing@co.hidalgo.tx.us)

Company Name:		Telephone No. (      )	
dba Name:			
Legal Name:			
Mailing Address :		Fax No. (      )	
Physical Address:			
City, State, Zip		Tax I.D. No.	
Remit to Address :		City, State, Zip	
E-Mail Address:			
Representative(s) Name(s) & Title(s)			
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation Non-Profit			
State Identification No. _____ (Please attached completed W-9 form with this application) <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify			
Federal Identification No. or (if individual) SS No.			
State of Incorporation: _____		Date: _____ Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify			
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:			
<b>Small and/or Disadvantaged Business Information (check application criteria)</b>			
<b>Small Business:</b>		<b>Disadvantaged Business (At Least 51% Ownership)</b>	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American	
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women	
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other	
<input type="checkbox"/> More than 500,000 annual gross receipt			
Have you been certified as a HUB or an MBE/WBE source?:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indicate Certification No.(s): _____		or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?:			
Would you like to be provided with specifications for procurements of such products?:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____</b>			
Date Forwarded Information to Auditor's Office: _____		Entry Date: _____ Vendor No.: _____	
Distributor _____ S: _____			

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_  
Vendor must have been certified by one of the agencies listed below.

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
OR								
Employer identification number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 4 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**DRAFT CONTRACT**

HIDALGO COUNTY

RFB: 2009-009-02-18-YZV

**DRAFT CONTRACT**

THE STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§  
§  
COUNTY CLERK  
COUNTY OF HIDALGO  
1000 WEST 10TH STREET  
PASADENA, TEXAS 77501-1000  
TELEPHONE (281) 761-1000  
FACSIMILE (281) 761-1000

**SERVICE CONTRACT  
C-09-009-02-18**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **County of Hidalgo, Texas** ("County"), and \_\_\_\_\_ ("Company").

WHEREAS, Company responded to request 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 agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "B" for \_\_\_\_\_. 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 **Elected Official, Department Head or his designated agent(s)**. 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 \_\_\_\_\_ and ending \_\_\_\_\_ and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. 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. 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. 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.

6. 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.

7. 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.

8. 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.

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

10. 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.

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

12. 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.

13. 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

14. 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.

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.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2009.

governed by

**COUNTY OF HIDALGO**

**ATTEST:**

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

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

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by Commissioners Court on, \_\_\_\_\_

**APPROVED AS TO FORM:**

Atlas & Hall, LLP

By: \_\_\_\_\_

## **PREVAILING WAGE LEGAL REQUIREMENTS**

The Contractor's attention is called to Article 5159A and 5160 of the Revised Civil Statutes of Texas, which Statutes must be complied with. These articles are as follows:

### **ARTICLE 5159A:**

SECTION 1. Not less than the general prevailing rate of per diem wages for work of similar character in the locality which the work is performed and not less than the general prevailing rate of diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any County, City, and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen, and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, or on the execution of any contract or contracts for public works, with any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

SECTION 2. The Public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, City, Town, District or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workman or mechanics is paid less than the stipulated rates for any work done under said contract, by paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contractor of moneys becoming due under said contract to withhold and retain therefrom all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

SECTION 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the name and occupations of all laborers, workmen and mechanics employed

by him, in connection with the said public work, and showing the actual per diem wages paid to each such workers, public body awarding the contract, its officers and agents.

SECTION 4. Any contractor or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not done under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be "public works" within the meaning of political funds, shall be held to be highway, road, excavation, or other structures, project, development or improve is situated in all cases in which the contract is awarded by the states, or any public body thereof, and shall be held to mean the limits of the County, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term "general prevailing rate of per diem wages" shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. Nothing in this Act, however, shall be constructed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

**ARTICLE 5160. Bond for Wages:**

Any person or person, firm or corporation, entering into a formal contract with his State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has finished labor or material used in the construction or repair of any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said interveners. Provided, further, that all claims for labor and materials furnished to said Contractors, and all claims for labor and material furnished to any contractor shall be itemized and sworn to as required by County, in which said work is being prosecuted, within ninety days from the date of the delivery of said material and lien record, the name of the claimant, the amount claimed, the name of the contractor and name of the County, School District, other subdivisions, or other municipality with which contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision or municipality; with which the contract was made.

Provided further, than after completion and acceptance of completed project all moneys due contractor under said contract be held by the state or it's counties or school districts or other subdivision, thereof or an affidavit made by Contractor, that all just bills for labor and materials under this contract has been paid in full by the Contractor.  
Acts 1913, P. 185; Acts 1929, 41<sup>st</sup> leg., P. 4881, Ch. 22 paragraph 1.

**DEBARMENT**

**HIDALGO COUNTY**

**RFB: 2009-009-02-18-YZV**

**Certification**  
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations, Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76; Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

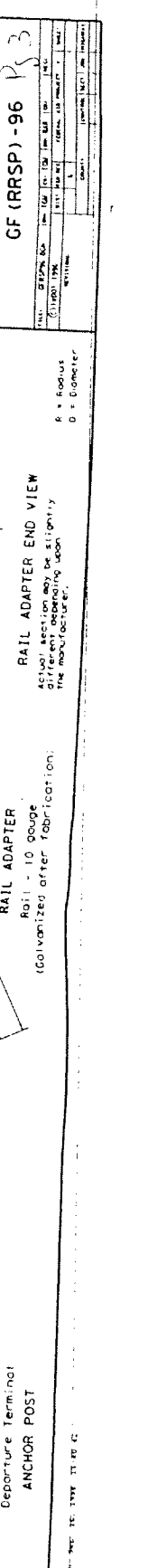
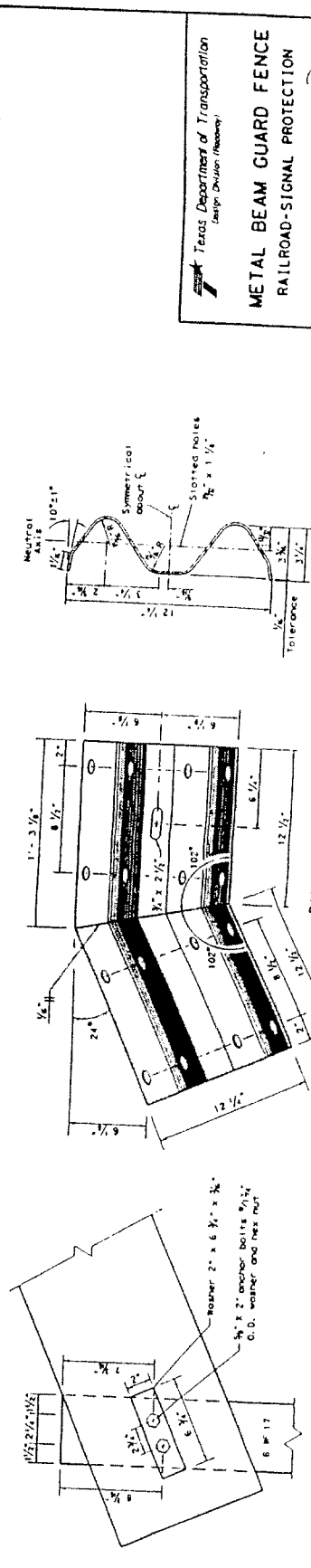
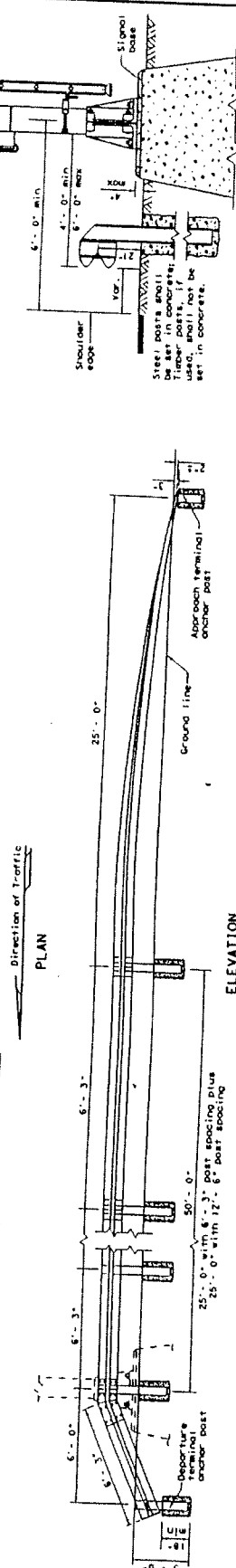
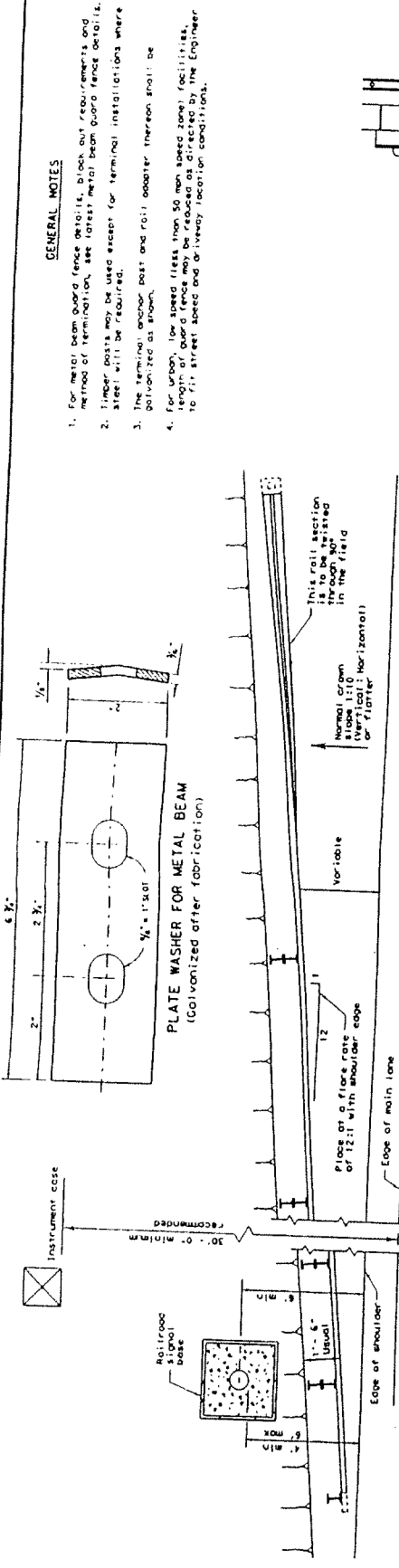
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



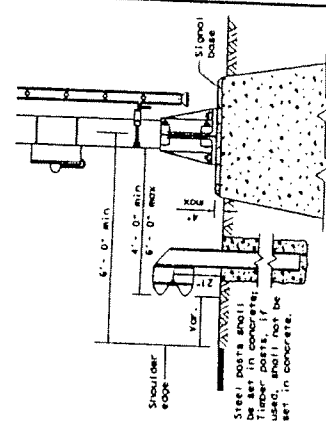


# BID SPECIFICATIONS



### GENERAL NOTES

1. For metal beam guard fence details, block out requirements and method of termination, see latest metal beam guard fence details.
2. Linear posts may be used except for terminal installations where steel will be required.
3. The terminal anchor post and rail adapter thereon shall be galvanized as shown.
4. For urban, low speed (less than 50 mph speed zone) facilities, length of guard fence may be reduced as directed by the Engineer to fit street speed and driveway location conditions.



Texas Department of Transportation  
Design Division (Railway)

## METAL BEAM GUARD FENCE RAILROAD-SIGNAL PROTECTION

GF (RRSP) - 96 **P.3**

DATE	DESIGN NO.	BY	CHKD.	APP'D.
01/10/1996	101-124	W. J. HARRIS	J. M. HARRIS	J. M. HARRIS
REVISED	REVISION	BY	CHKD.	APP'D.

R = Radius  
D = Diameter

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty or responsibility is made by TEP for any purpose other than that intended. Other forms or for incorrect results or omissions resulting from its use.



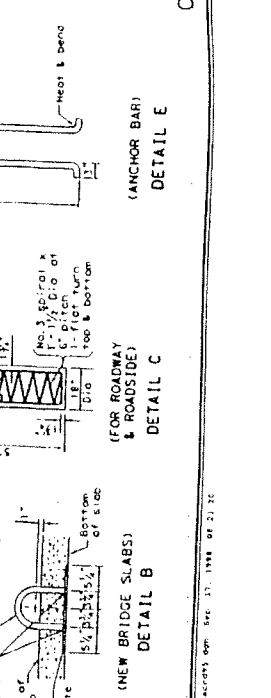
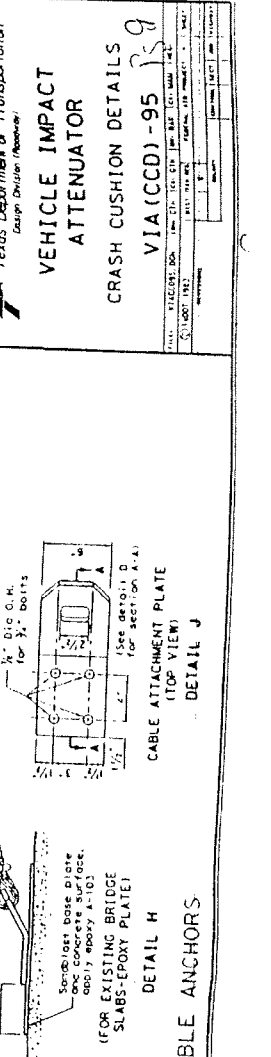
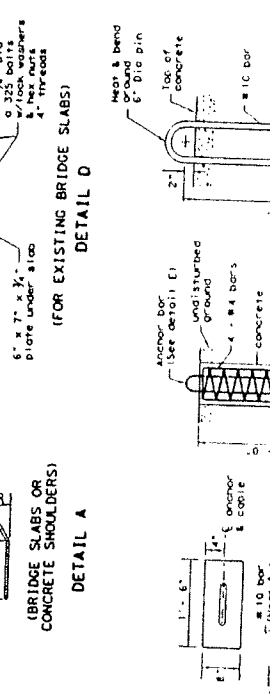
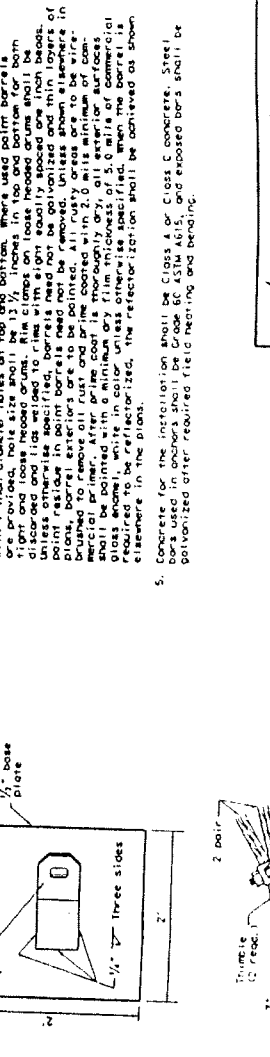
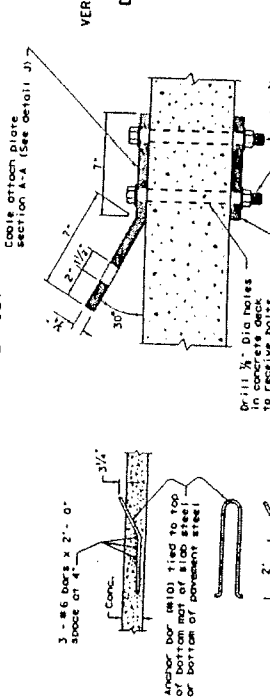
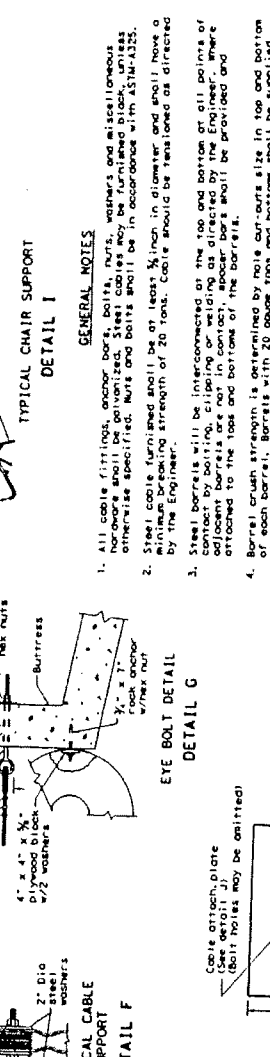
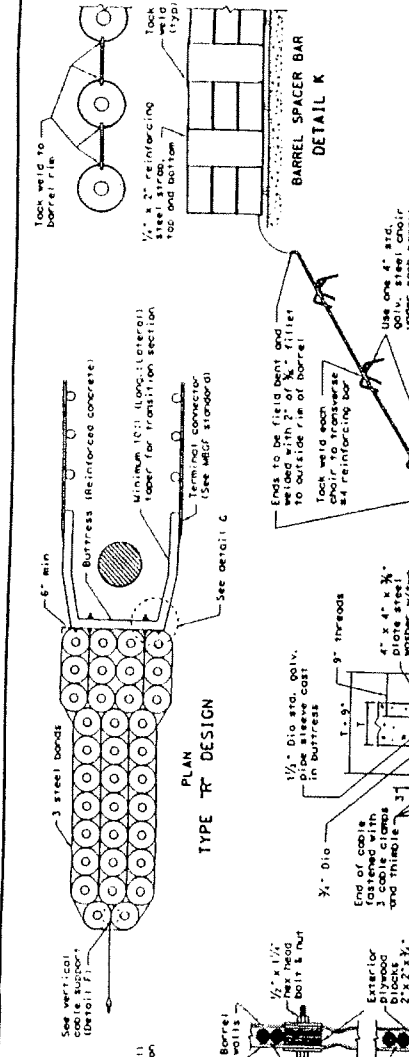
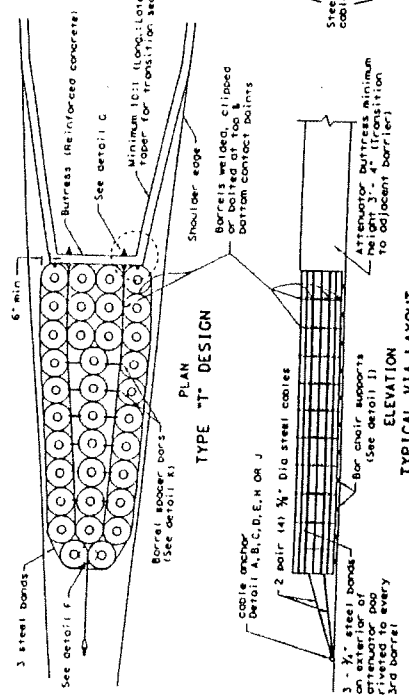








# BID SPECIFICATIONS



**GENERAL NOTES**

- All cable fittings, anchor bars, bolts, nuts, washers and miscellaneous hardware shall be galvanized steel unless otherwise specified. Nuts and bolts shall be in accordance with ASTM-A325.
- Steel cables furnished shall be at least 3/4 inch in diameter and shall have a minimum breaking strength of 20 tons. Cables should be tensioned as directed by the Engineer.
- Steel bar chairs will be interconnected at the top and bottom of all pairs of adjacent barrels are not in contact, spacer bars shall be provided and attached to the tops and bottoms of the barrels.
- Barrel crush strength is determined by hole cut-outs size in top and bottom of each barrel. Barrels with 20 gauge tops and bottoms shall be supplied with 20 gauge steel. Barrels with 18 gauge tops and bottoms shall be supplied with 18 gauge steel. Barrels with 16 gauge tops and bottoms shall be supplied with 16 gauge steel. Barrels with 14 gauge tops and bottoms shall be supplied with 14 gauge steel. Barrels with 12 gauge tops and bottoms shall be supplied with 12 gauge steel. Barrels with 10 gauge tops and bottoms shall be supplied with 10 gauge steel. Barrels with 8 gauge tops and bottoms shall be supplied with 8 gauge steel. Barrels with 6 gauge tops and bottoms shall be supplied with 6 gauge steel. Barrels with 4 gauge tops and bottoms shall be supplied with 4 gauge steel. Barrels with 2 gauge tops and bottoms shall be supplied with 2 gauge steel. Barrels with 1 gauge tops and bottoms shall be supplied with 1 gauge steel. Barrels with 1/2 gauge tops and bottoms shall be supplied with 1/2 gauge steel. Barrels with 1/4 gauge tops and bottoms shall be supplied with 1/4 gauge steel. Barrels with 1/8 gauge tops and bottoms shall be supplied with 1/8 gauge steel. Barrels with 1/16 gauge tops and bottoms shall be supplied with 1/16 gauge steel. Barrels with 1/32 gauge tops and bottoms shall be supplied with 1/32 gauge steel. Barrels with 1/64 gauge tops and bottoms shall be supplied with 1/64 gauge steel. Barrels with 1/128 gauge tops and bottoms shall be supplied with 1/128 gauge steel. Barrels with 1/256 gauge tops and bottoms shall be supplied with 1/256 gauge steel. Barrels with 1/512 gauge tops and bottoms shall be supplied with 1/512 gauge steel. Barrels with 1/1024 gauge tops and bottoms shall be supplied with 1/1024 gauge steel. Barrels with 1/2048 gauge tops and bottoms shall be supplied with 1/2048 gauge steel. Barrels with 1/4096 gauge tops and bottoms shall be supplied with 1/4096 gauge steel. Barrels with 1/8192 gauge tops and bottoms shall be supplied with 1/8192 gauge steel. Barrels with 1/16384 gauge tops and bottoms shall be supplied with 1/16384 gauge steel. Barrels with 1/32768 gauge tops and bottoms shall be supplied with 1/32768 gauge steel. Barrels with 1/65536 gauge tops and bottoms shall be supplied with 1/65536 gauge steel. Barrels with 1/131072 gauge tops and bottoms shall be supplied with 1/131072 gauge steel. Barrels with 1/262144 gauge tops and bottoms shall be supplied with 1/262144 gauge steel. Barrels with 1/524288 gauge tops and bottoms shall be supplied with 1/524288 gauge steel. Barrels with 1/1048576 gauge tops and bottoms shall be supplied with 1/1048576 gauge steel. Barrels with 1/2097152 gauge tops and bottoms shall be supplied with 1/2097152 gauge steel. Barrels with 1/4194304 gauge tops and bottoms shall be supplied with 1/4194304 gauge steel. Barrels with 1/8388608 gauge tops and bottoms shall be supplied with 1/8388608 gauge steel. Barrels with 1/16777216 gauge tops and bottoms shall be supplied with 1/16777216 gauge steel. Barrels with 1/33554432 gauge tops and bottoms shall be supplied with 1/33554432 gauge steel. Barrels with 1/67108864 gauge tops and bottoms shall be supplied with 1/67108864 gauge steel. Barrels with 1/134217728 gauge tops and bottoms shall be supplied with 1/134217728 gauge steel. Barrels with 1/268435456 gauge tops and bottoms shall be supplied with 1/268435456 gauge steel. Barrels with 1/536870912 gauge tops and bottoms shall be supplied with 1/536870912 gauge steel. Barrels with 1/1073741824 gauge tops and bottoms shall be supplied with 1/1073741824 gauge steel. Barrels with 1/2147483648 gauge tops and bottoms shall be supplied with 1/2147483648 gauge steel. Barrels with 1/4294967296 gauge tops and bottoms shall be supplied with 1/4294967296 gauge steel. Barrels with 1/8589934592 gauge tops and bottoms shall be supplied with 1/8589934592 gauge steel. Barrels with 1/17179869184 gauge tops and bottoms shall be supplied with 1/17179869184 gauge steel. Barrels with 1/34359738368 gauge tops and bottoms shall be supplied with 1/34359738368 gauge steel. Barrels with 1/68719476736 gauge tops and bottoms shall be supplied with 1/68719476736 gauge steel. Barrels with 1/137438953472 gauge tops and bottoms shall be supplied with 1/137438953472 gauge steel. Barrels with 1/274877907520 gauge tops and bottoms shall be supplied with 1/274877907520 gauge steel. Barrels with 1/549755815040 gauge tops and bottoms shall be supplied with 1/549755815040 gauge steel. Barrels with 1/1099511630080 gauge tops and bottoms shall be supplied with 1/1099511630080 gauge steel. Barrels with 1/2199023260160 gauge tops and bottoms shall be supplied with 1/2199023260160 gauge steel. Barrels with 1/4398046520320 gauge tops and bottoms shall be supplied with 1/4398046520320 gauge steel. Barrels with 1/8796093040640 gauge tops and bottoms shall be supplied with 1/8796093040640 gauge steel. Barrels with 1/17592186081280 gauge tops and bottoms shall be supplied with 1/17592186081280 gauge steel. Barrels with 1/35184372162560 gauge tops and bottoms shall be supplied with 1/35184372162560 gauge steel. Barrels with 1/70368744325120 gauge tops and bottoms shall be supplied with 1/70368744325120 gauge steel. Barrels with 1/140737488650240 gauge tops and bottoms shall be supplied with 1/140737488650240 gauge steel. Barrels with 1/281474977300480 gauge tops and bottoms shall be supplied with 1/281474977300480 gauge steel. Barrels with 1/562949954600960 gauge tops and bottoms shall be supplied with 1/562949954600960 gauge steel. Barrels with 1/1125899909201920 gauge tops and bottoms shall be supplied with 1/1125899909201920 gauge steel. Barrels with 1/2251799818403840 gauge tops and bottoms shall be supplied with 1/2251799818403840 gauge steel. Barrels with 1/4503599636807680 gauge tops and bottoms shall be supplied with 1/4503599636807680 gauge steel. Barrels with 1/9007199273615360 gauge tops and bottoms shall be supplied with 1/9007199273615360 gauge steel. Barrels with 1/18014398547230720 gauge tops and bottoms shall be supplied with 1/18014398547230720 gauge steel. Barrels with 1/36028797094461440 gauge tops and bottoms shall be supplied with 1/36028797094461440 gauge steel. Barrels with 1/72057594188922880 gauge tops and bottoms shall be supplied with 1/72057594188922880 gauge steel. Barrels with 1/144115188377845760 gauge tops and bottoms shall be supplied with 1/144115188377845760 gauge steel. Barrels with 1/288230376755691520 gauge tops and bottoms shall be supplied with 1/288230376755691520 gauge steel. Barrels with 1/576460753511383040 gauge tops and bottoms shall be supplied with 1/576460753511383040 gauge steel. Barrels with 1/1152921507022766080 gauge tops and bottoms shall be supplied with 1/1152921507022766080 gauge steel. Barrels with 1/2305843014045532160 gauge tops and bottoms shall be supplied with 1/2305843014045532160 gauge steel. Barrels with 1/4611686028091064320 gauge tops and bottoms shall be supplied with 1/4611686028091064320 gauge steel. Barrels with 1/9223372056182128640 gauge tops and bottoms shall be supplied with 1/9223372056182128640 gauge steel. Barrels with 1/18446744112364257280 gauge tops and bottoms shall be supplied with 1/18446744112364257280 gauge steel. Barrels with 1/36893488224728514560 gauge tops and bottoms shall be supplied with 1/36893488224728514560 gauge steel. Barrels with 1/73786976449457029120 gauge tops and bottoms shall be supplied with 1/73786976449457029120 gauge steel. Barrels with 1/147573952998914058240 gauge tops and bottoms shall be supplied with 1/147573952998914058240 gauge steel. Barrels with 1/295147905997828116480 gauge tops and bottoms shall be supplied with 1/295147905997828116480 gauge steel. Barrels with 1/590295811995656232960 gauge tops and bottoms shall be supplied with 1/590295811995656232960 gauge steel. Barrels with 1/1180591623991312465920 gauge tops and bottoms shall be supplied with 1/1180591623991312465920 gauge steel. Barrels with 1/2361183247982624931840 gauge tops and bottoms shall be supplied with 1/2361183247982624931840 gauge steel. Barrels with 1/4722366495965249863680 gauge tops and bottoms shall be supplied with 1/4722366495965249863680 gauge steel. Barrels with 1/9444732991930499727360 gauge tops and bottoms shall be supplied with 1/9444732991930499727360 gauge steel. Barrels with 1/18889465983860999454720 gauge tops and bottoms shall be supplied with 1/18889465983860999454720 gauge steel. Barrels with 1/37778931967721998909440 gauge tops and bottoms shall be supplied with 1/37778931967721998909440 gauge steel. Barrels with 1/75557863935443997818880 gauge tops and bottoms shall be supplied with 1/75557863935443997818880 gauge steel. Barrels with 1/151115727870887995677760 gauge tops and bottoms shall be supplied with 1/151115727870887995677760 gauge steel. Barrels with 1/302231455741775991355520 gauge tops and bottoms shall be supplied with 1/302231455741775991355520 gauge steel. Barrels with 1/604462911483551982711040 gauge tops and bottoms shall be supplied with 1/604462911483551982711040 gauge steel. Barrels with 1/1208925823167103965422080 gauge tops and bottoms shall be supplied with 1/1208925823167103965422080 gauge steel. Barrels with 1/2417851646334207930844160 gauge tops and bottoms shall be supplied with 1/2417851646334207930844160 gauge steel. Barrels with 1/4835703292668415861688320 gauge tops and bottoms shall be supplied with 1/4835703292668415861688320 gauge steel. Barrels with 1/9671406585336831723377640 gauge tops and bottoms shall be supplied with 1/9671406585336831723377640 gauge steel. Barrels with 1/1934281317067366344675280 gauge tops and bottoms shall be supplied with 1/1934281317067366344675280 gauge steel. Barrels with 1/3868562634134732689350560 gauge tops and bottoms shall be supplied with 1/3868562634134732689350560 gauge steel. Barrels with 1/7737125268269465378701120 gauge tops and bottoms shall be supplied with 1/7737125268269465378701120 gauge steel. Barrels with 1/15474250536538930757402240 gauge tops and bottoms shall be supplied with 1/15474250536538930757402240 gauge steel. Barrels with 1/30948501073077861515484480 gauge tops and bottoms shall be supplied with 1/30948501073077861515484480 gauge steel. Barrels with 1/61897002146155723030968960 gauge tops and bottoms shall be supplied with 1/61897002146155723030968960 gauge steel. Barrels with 1/123794004292311446061939200 gauge tops and bottoms shall be supplied with 1/123794004292311446061939200 gauge steel. Barrels with 1/247588008584622892123878400 gauge tops and bottoms shall be supplied with 1/247588008584622892123878400 gauge steel. Barrels with 1/495176017169245784247756800 gauge tops and bottoms shall be supplied with 1/495176017169245784247756800 gauge steel. Barrels with 1/990352034338491568495513600 gauge tops and bottoms shall be supplied with 1/990352034338491568495513600 gauge steel. Barrels with 1/1980704068676923136991027200 gauge tops and bottoms shall be supplied with 1/1980704068676923136991027200 gauge steel. Barrels with 1/3961408137353846273982054400 gauge tops and bottoms shall be supplied with 1/3961408137353846273982054400 gauge steel. Barrels with 1/7922816274707692547964108800 gauge tops and bottoms shall be supplied with 1/7922816274707692547964108800 gauge steel. Barrels with 1/15845632549415385095328216000 gauge tops and bottoms shall be supplied with 1/15845632549415385095328216000 gauge steel. Barrels with 1/31691265098830770190656432000 gauge tops and bottoms shall be supplied with 1/31691265098830770190656432000 gauge steel. Barrels with 1/63382530197661540381312864000 gauge tops and bottoms shall be supplied with 1/63382530197661540381312864000 gauge steel. Barrels with 1/126765060395323080762625728000 gauge tops and bottoms shall be supplied with 1/126765060395323080762625728000 gauge steel. Barrels with 1/253530120790646161525251456000 gauge tops and bottoms shall be supplied with 1/253530120790646161525251456000 gauge steel. Barrels with 1/507060241581292323050502912000 gauge tops and bottoms shall be supplied with 1/507060241581292323050502912000 gauge steel. Barrels with 1/1014120483162584646101005824000 gauge tops and bottoms shall be supplied with 1/1014120483162584646101005824000 gauge steel. Barrels with 1/2028240966325169293202011648000 gauge tops and bottoms shall be supplied with 1/2028240966325169293202011648000 gauge steel. Barrels with 1/4056481932650338586404023296000 gauge tops and bottoms shall be supplied with 1/4056481932650338586404023296000 gauge steel. Barrels with 1/8112963865300677172808046592000 gauge tops and bottoms shall be supplied with 1/8112963865300677172808046592000 gauge steel. Barrels with 1/16225927730601354345616093184000 gauge tops and bottoms shall be supplied with 1/16225927730601354345616093184000 gauge steel. Barrels with 1/3245185546120270869122873636768000 gauge tops and bottoms shall be supplied with 1/3245185546120270869122873636768000 gauge steel. Barrels with 1/649037109224054173824457477344000 gauge tops and bottoms shall be supplied with 1/649037109224054173824457477344000 gauge steel. Barrels with 1/129807421848010834764889494688000 gauge tops and bottoms shall be supplied with 1/129807421848010834764889494688000 gauge steel. Barrels with 1/259614843696021669529778989376000 gauge tops and bottoms shall be supplied with 1/259614843696021669529778989376000 gauge steel. Barrels with 1/519229687392043339059557978752000 gauge tops and bottoms shall be supplied with 1/519229687392043339059557978752000 gauge steel. Barrels with 1/10384593747840866781191155975504000 gauge tops and bottoms shall be supplied with 1/10384593747840866781191155975504000 gauge steel. Barrels with 1/207691874956817335623823119551008000 gauge tops and bottoms shall be supplied with 1/207691874956817335623823119551008000 gauge steel. Barrels with 1/41538374991363470124764623910216000 gauge tops and bottoms shall be supplied with 1/41538374991363470124764623910216000 gauge steel. Barrels with 1/83076749982726940249529247820432000 gauge tops and bottoms shall be supplied with 1/83076749982726940249529247820432000 gauge steel. Barrels with 1/16615349984545388049058495640864000 gauge tops and bottoms shall be supplied with 1/16615349984545388049058495640864000 gauge steel. Barrels with 1/332306999690907760981169912817328000 gauge tops and bottoms shall be supplied with 1/332306999690907760981169912817328000 gauge steel. Barrels with 1/664613999381815521962339825634656000 gauge tops and bottoms shall be supplied with 1/664613999381815521962339825634656000 gauge steel. Barrels with 1/1329227998763631043924679512693120000 gauge tops and bottoms shall be supplied with 1/1329227998763631043924679512693120000 gauge steel. Barrels with 1/2658455997527262087849359025386240000 gauge tops and bottoms shall be supplied with 1/2658455997527262087849359025386240000 gauge steel. Barrels with 1/5316911995054524175689718050772480000 gauge tops and bottoms shall be supplied with 1/5316911995054524175689718050772480000 gauge steel. Barrels with 1/10633823900108483551377943611544960000 gauge tops and bottoms shall be supplied with 1/10633823900108483551377943611544960000 gauge steel. Barrels with 1/2126764780021696710298758722308960000 gauge tops and bottoms shall be supplied with 1/2126764780021696710298758722308960000 gauge steel. Barrels with 1/4253529560043393421719597444617920000 gauge tops and bottoms shall be supplied with 1/4253529560043393421719597444617920000 gauge steel. Barrels with 1/8507059120086786843439194889235840000 gauge tops and bottoms shall be supplied with 1/8507059120086786843439194889235840000 gauge steel. Barrels with 1/1701411824017357368868789777816960000 gauge tops and bottoms shall be supplied with 1/1701411824017357368868789777816960000 gauge steel. Barrels with 1/3402823648034714737737579555633920000 gauge tops and bottoms shall be supplied with 1/3402823648034714737737579555633920000 gauge steel. Barrels with 1/680564729606942947547515911307840000 gauge tops and bottoms shall be supplied with 1/680564729606942947547515911307840000 gauge steel. Barrels with 1/1361129459213854895095031822615680000 gauge tops and bottoms shall be supplied with 1/1361129459213854895095031822615680000 gauge steel. Barrels with 1/2722258918427709790190063645231360000 gauge tops and bottoms shall be supplied with 1/2722258918427709790190063645231360000 gauge steel. Barrels with 1/5444517836855419580380127290462720000 gauge tops and bottoms shall be supplied with 1/5444517836855419580380127290462720000 gauge steel. Barrels with 1/1088903567771083916076025581925440000 gauge tops and bottoms shall be supplied with 1/1088903567771083916076025581925440000 gauge steel. Barrels with 1/2177807135542167832152051163850880000 gauge tops and bottoms shall be supplied with 1/2177807135542167832152051163850880000 gauge steel. Barrels with 1/4355614271084335664304010277011760000 gauge tops and bottoms shall be supplied with 1/4355614271084335664304010277011760000 gauge steel. Barrels with 1/8711228542168671328608020554023520000 gauge tops and bottoms shall be supplied with 1/8711228542168671328608020554023520000 gauge steel. Barrels with 1/1742245708437334657216041110804640000 gauge tops and bottoms shall be supplied with 1/1742245708437334657216041110804640000 gauge steel. Barrels with 1/3484491416874669314432082221609280000 gauge tops and bottoms shall be supplied with 1/3484491416874669314432082221609280000 gauge steel. Barrels with 1/6968982833749338288864164443218560000 gauge tops and bottoms shall be supplied with 1/6968982833749338288864164443218560000 gauge steel. Barrels with 1/139379656674986765777283288864328960000 gauge tops and bottoms shall be supplied with 1/139379656674986765777283288864328960000 gauge steel. Barrels with 1/278759313349973531554566577728657920000 gauge tops and bottoms shall be supplied with 1/278759313349973531554566577728657920000 gauge steel. Barrels with 1/55751862669994706310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/55751862669994706310891331554566577728657920000 gauge steel. Barrels with 1/111503725339989412621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/111503725339989412621778266310891331554566577728657920000 gauge steel. Barrels with 1/223007450679978825243556532621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/223007450679978825243556532621778266310891331554566577728657920000 gauge steel. Barrels with 1/446014901359957650487113065243556532621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/446014901359957650487113065243556532621778266310891331554566577728657920000 gauge steel. Barrels with 1/89202980271991530097422613065243556532621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/89202980271991530097422613065243556532621778266310891331554566577728657920000 gauge steel. Barrels with 1/1784059645398306001948452613065243556532621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/1784059645398306001948452613065243556532621778266310891331554566577728657920000 gauge steel. Barrels with 1/356811929079661200389690522613065243556532621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/356811929079661200389690522613065243556532621778266310891331554566577728657920000 gauge steel. Barrels with 1/71362385815932240077938104522613065243556532621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/71362385815932240077938104522613065243556532621778266310891331554566577728657920000 gauge steel. Barrels with 1/14272477163864448015877620904522613065243556532621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/14272477163864448015877620904522613065243556532621778266310891331554566577728657920000 gauge steel. Barrels with 1/2854495432772889603175523810904522613065243556532621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/2854495432772889603175523810904522613065243556532621778266310891331554566577728657920000 gauge steel. Barrels with 1/570899086554577920635104762180904522613065243556532621778266310891331554566577728657920000 gauge tops and bottoms shall be supplied with 1/570899086554577920635104762180904522613065243556532621778266310891331554566577728657920000 gauge steel. Barrels with 1/114179817310915584130208364361809





# EXHIBIT "A" SPECIFICATIONS

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"**  
(Including all funding sources, Programs and Entities)  
**BID NO.: 2009-009-02-18-YZV**  
**S P E C I F I C A T I O N S**

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.
2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.
5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
6. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before the begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.
8. Prospective bidders shall make a careful examination of the project sites.
9. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.
10. The Contractor shall at all times provide access to existing homes.
11. No open trenches or excavation shall be left open overnight.
12. The contractor will provide all labor and materials for the subgrade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat

and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

13. 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 terms.
14. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.
15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions.
16. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors which ever is more valuable to the County.
17. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.
18. Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.
19. **Market Volatility and Unit Price Adjustment:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

**1) Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence to prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and is process at time of price change.

**2) Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for

items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**3) Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**4) Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**5) Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 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 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.**

# **EXHIBIT "B" VENDOR'S BID**

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"**

(Including all funding sources, programs, and entities)

**BID NO: 09-009-02-18-YZV**

**BID PAGE**

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable  
**INCOMPLETE** submittals shall be considered a probable cause for disqualification.

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**NEW & USED GUARD RAIL**  
**(Costs to include Materials & Installation)**

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	\$ 18.50
New Guard Rail (Curved)	LF	\$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	\$ 15.00
Used Guard Rail (Curved)	LF	\$ 17.00

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**BIDDER/COMPANY NAME:** Guerra Construction Co.

**ADDRESS:** 6700 N. Mile 3 1/2 W

**CITY/STATE/ZIP CODE:** Weslaco TX 78596

**PHONE NO:** (956) 968-6773      **FAX NO:** (956) 969-9674

**CELLULAR NO:** (956) 607-7487

**AUTHORIZED SIGNATURE:** 

**PRINTED NAME:** Ricardo R. Guerra

**TITLE:** Owner

**EXHIBIT "C"**

**INSURANCE DOCUMENTATION**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
2/3/2009

PRODUCER  
JAMES E. CAPT  
JAMES E. CAPT & ASSOCIATES  
P. O. BOX 126

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.

San Juan, TX 78589-0126

### INSURERS AFFORDING COVERAGE

INSURED  
RICARDO GUERRA DBA GUERRA CONSTRUCTION CO  
  
6700 N MILE 3 1/2 WEST  
WESLACO, TX 78596

INSURER A: REPUBLIC VANGUARD INSURANCE  
INSURER B: SOUTHERN COUNTY MUTUAL INS  
INSURER C: TEXAS MUTUAL INSURANCE  
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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RPP109091-02	12/14/2008	12/14/2009	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$NOT APPLICABLE
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	STC564310-03	05/14/2008	05/14/2009	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WORKERS COMP	SBP-0001129488	04/03/2008	04/03/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S. HIGHWAY BUSINESS 281 EDINBURG TX 78539-  FAX # 318-2577		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 <i>James E. Capt</i>

## **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.

# Insurance Requirement Acknowledgment

I, Ricardo R. Guerra, authorized representative for Guerra Construction Co  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

Ricardo R. Guerra  
Authorized Representative

2-3-09  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Ricardo R. Guerra, possess all of the APPLICABLE:

1. Licenses: yes
2. Bonds: \_\_\_\_\_
3. Certificates: yes
4. Permits: yes
5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

R. Guerra

Authorized Signature

2-3-09

Date

Guerra Construction Co.

Company

6700 N. Mile 3 1/2 W

Address

Weslaco, TX 78596

City, State, Zip

**EXHIBIT "D"**  
**CONFLICT OF INTEREST**  
**(CIQ FORM)**

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

R.G. N/A Guerra Construction Co.

2 Check this box if you are filing an update to a previously filed questionnaire.

Input box for question 2

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Input boxes for question A: Yes and No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Input boxes for question B: Yes and No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Input boxes for question C: Yes and No

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of Ricardo R. Guerra

Signature of person doing business with the governmental entity

2-3-09

Date

Ricardo R. Guerra

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540



70 2009 01967237

Instrument Number: 2009-1967237

Recorded On: February 03, 2009

As  
Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTREST QUEST

\*\* Examined and Charged as Follows: \*\*

Recording	16.00
Total Recording:	16.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*  
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2009-1967237  
Receipt Number: 1013225  
Recorded Date/Time: February 03, 2009 12:00P

**Record and Return To:**

RICARDO R. GUERRA  
6700 MILE 3 1/2 WEST  
WESLACO TX 78596

User / Station: V Ureste - Cash Station 17



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

# **VENDOR/BIDDER APPLICATION**

# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: [purchasing@co.hidalgo.tx.us](mailto:purchasing@co.hidalgo.tx.us)

Company Name: <u>Guerra Construction Co.</u>		Telephone No. <u>(956) 968-6773</u>
dba Name:		
Legal Name: <u>Ricardo R. Guerra</u>		
Mailing Address: <u>6700 N. Mile 3 1/2 W</u>		Fax No. <u>(956) 969-9674</u>
Physical Address:		
City, State, Zip <u>WesLaco, TX 78596</u>		Tax I.D. No. <u>02-0668556</u>
Remit to Address:		City, State, Zip
E-Mail Address: <u>r Guerra 23 @ yahoo.com</u>		
Representative(s) Name(s) & Title(s) <u>Ricardo R. Guerra</u>		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
Non-Profit <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application)		
Federal Identification No. or (if individual) SS No.		
State of Incorporation: _____ Date: _____ Other: _____		
Type of Business (check one): <input type="checkbox"/> Manufacturer <input checked="" type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Ricardo R. Guerra / owner</u>		
<b>Small and/or Disadvantaged Business Information (check application criteria)</b>		
<b>Small Business:</b>		<b>Disadvantaged Business (At Least 51% Ownership)</b>
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input checked="" type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input checked="" type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Indicate Certification No.(s): <u>1020668556100</u> or are Certificate(s) attached?:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?: <u>Metal Beam / Guardrail</u>		
Would you like to be provided with specifications for procurements of such products?:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____</b>		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below:

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No  
If yes, by whom?:  Texas Building & Procurement Commission  Other  
Indicate Certification No(s) 1020668556100 or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: N/A Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_  
Contract must have been included below.

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: N/A Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

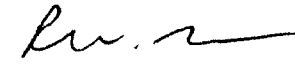
HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: N/A Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

# DEBARMENT FORM

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76; Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: Ricardo R. Guerra  
Title: Owner  
Telephone Number: (956) 968-6773  
Date: 2-3-09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# W-9 FORM

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Ricardo R. Guerra**

Business name, if different from above  
**Guerra Construction Co.**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**6700 N. Mile 3 1/2 W**

City, state, and ZIP code  
**Weslaco, TX 78596**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
**516179106151610**

or

Employer identification number  
**0206681516**

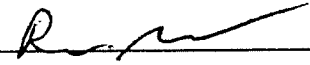
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **2-3-09**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# **PREVAILING WAGE LEGAL REQUIREMENTS**

# PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Article 5159A and 5160 of the Revised Civil Statutes of Texas, which Statutes must be complied with. These articles are as follows:

## ARTICLE 5159A:

SECTION 1. Not less than the general prevailing rate of per diem wages for work of similar character in the locality which the work is performed and not less than the general prevailing rate of diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any County, City, and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen, and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, or on the execution of any contract or contracts for public works, with any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

SECTION 2. The Public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, City, Town, District or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workman or mechanics is paid less than the stipulated rates for any work done under said contract, by paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contractor of moneys becoming due under said contract to withhold and retain therefrom all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

SECTION 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the name and occupations of all laborers, workmen and mechanics employed

by him, in connection with the said public work, and showing the actual per diem wages paid to each such workers, public body awarding the contract, its officers and agents.

SECTION 4. Any contractor or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not done under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be "public works" within the meaning of political funds, shall be held to be highway, road, excavation, or other structures, project, development or improve is situated in all cases in which the contract is awarded by the states, or any public body thereof, and shall be held to mean the limits of the County, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term "general prevailing rate of per diem wages" shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. Nothing in this Act, however, shall be constructed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

#### **ARTICLE 5160. Bond for Wages:**

Any person or person, firm or corporation, entering into a formal contract with his State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has finished labor or material used in the construction or repair of any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said interveners. Provided, further, that all claims for labor and materials furnished to said Contractors, and all claims for labor and material furnished to any contractor shall be itemized and sworn to as required by County, in which said work is being prosecuted, within ninety days from the date of the delivery of said material and lien record, the name of the claimant, the amount claimed, the name of the contractor and name of the County, School District, other subdivisions, or other municipality with which contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision or municipality; with which the contract was made.

Provided further, than after completion and acceptance of completed project all moneys due contractor under said contract be held by the state or it's counties or school districts or other subdivision, thereof or an affidavit made by Contractor that all just bills for labor and materials under this contract has been paid in full by the Contractor.

Acts 1913, P. 185; Acts 1929, 41<sup>st</sup> leg., P. 4881, Ch. 22 paragraph 1.

# **NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Texas.....)

County of Hidalgo.....)

Ricardo R. Guerra, being first duly sworn,  
deposes and says that:

(1) He is Ricardo R. Guerra, of  
Guerra Construction Co., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this  
attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,  
representative:, employees or parties in interest, including this affiant, has in any way  
colluded, conspired a collusive or sham Bid in connection with the Contract for which  
the attaché Bid has been submitted or to refrain from bidding in connection with such  
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion  
or communication of conference with any other Bidder, firm or person to fix the price or  
prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost  
element of the Bid price or the Bid price of any other Bidder, or to secure through any  
collusion, conspiracy, connivance or unlawful agreement any advantage against the  
Owner or any person interested in the proposed Contract; and

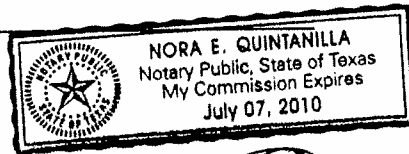
(5) The price or prices quoted in the attached Bid are fair and proper and are  
not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement  
on the part of the Bidder or any of its agents, representatives, owners, employees, or  
parties in interest, including this affiant.

(Signed) [Signature]

Owner  
(Title)

Subscribed and sworn to before me on this 3<sup>rd</sup>  
Day of February 2009

Title



[Signature]

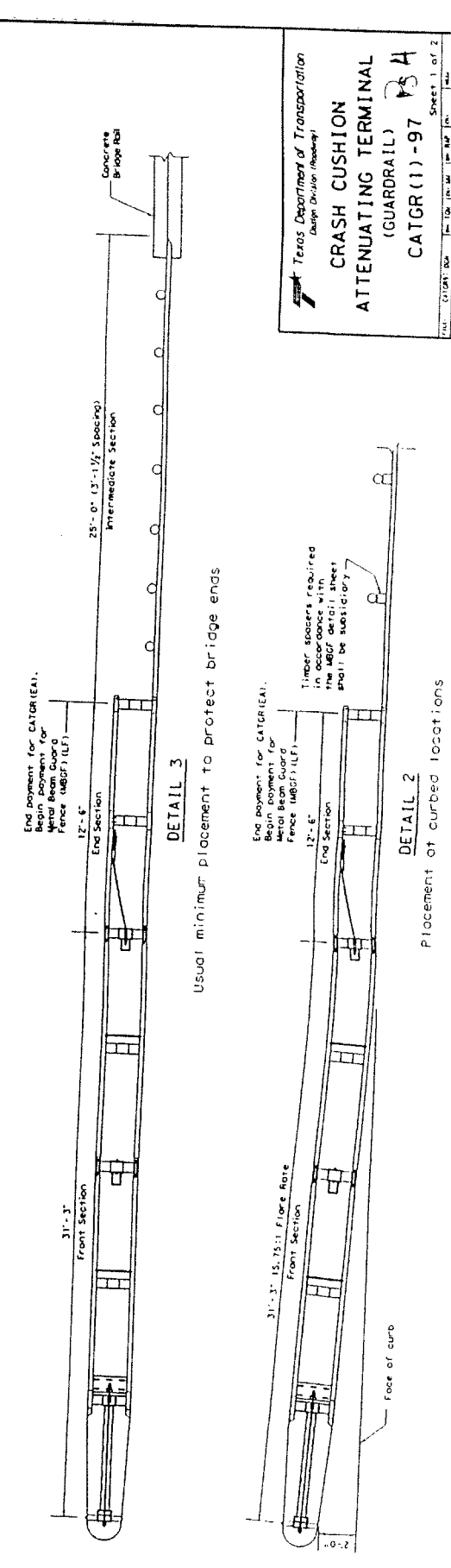
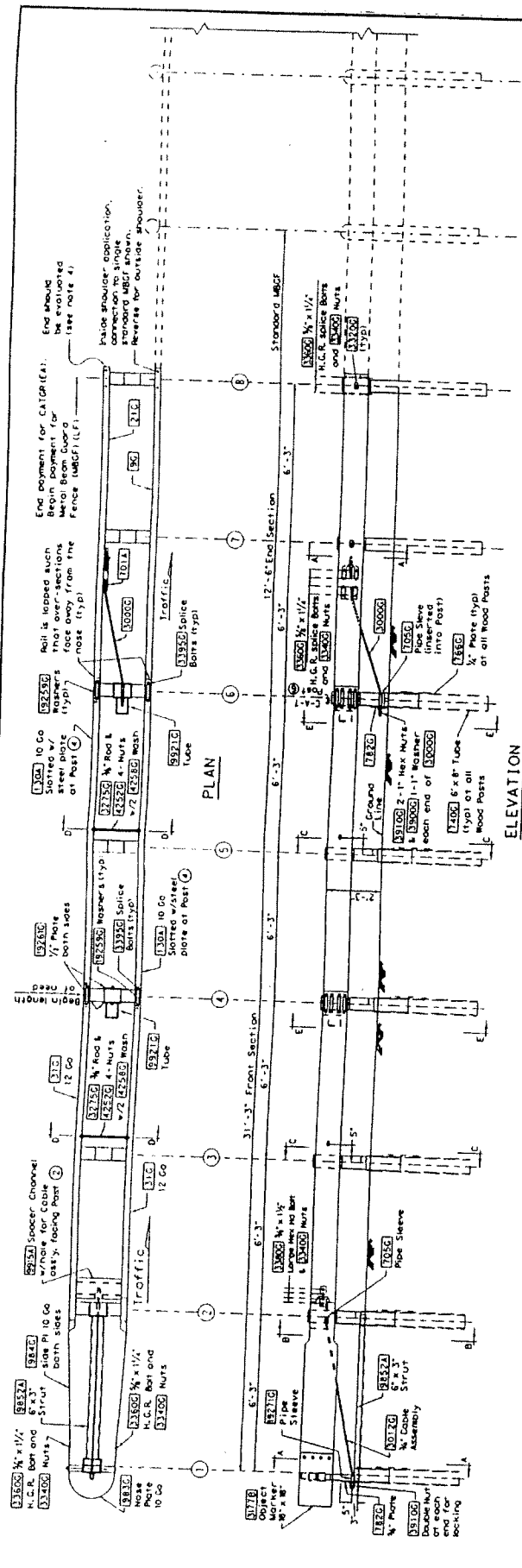
# **TX. DOT SPECIFICATIONS**







# BID SPECIFICATIONS



Texas Department of Transportation  
Design Division (Roadway)

## CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

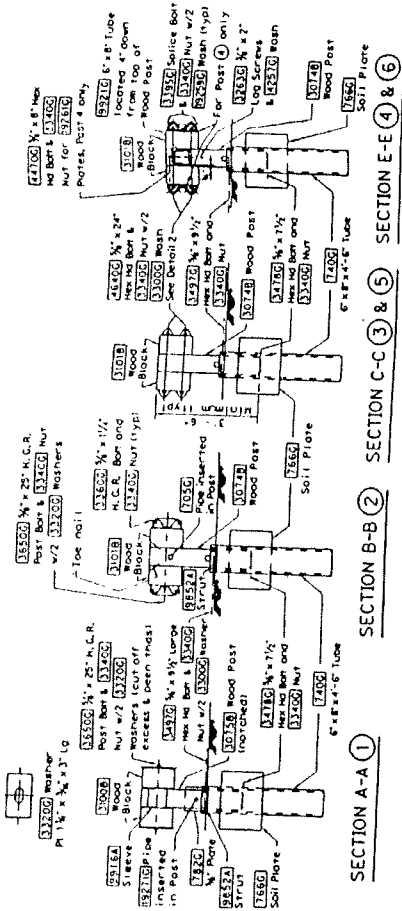
CATOR (1) - 97

Sheet 1 of 2

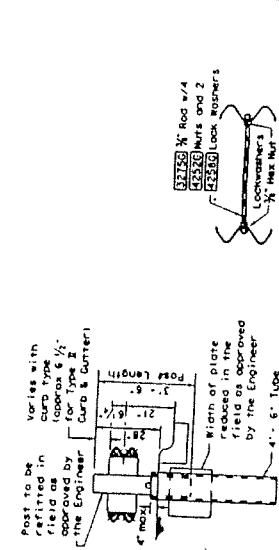
DATE	BY	CHECKED	APPROVED
01/10/00	JML	JML	JML

NOTES: 1. Use of this standard is governed by the Texas Engineering Practice Act. No person shall be held liable for any damages or losses resulting from the use of this standard unless it is shown that the user acted in bad faith or with gross negligence. 2. The user shall be responsible for the design and construction of the structure in accordance with the provisions of this standard. 3. The user shall be responsible for the safety of the structure and for the protection of the public. 4. The user shall be responsible for the maintenance of the structure. 5. The user shall be responsible for the replacement of the structure when necessary. 6. The user shall be responsible for the repair of the structure when necessary. 7. The user shall be responsible for the removal of the structure when necessary. 8. The user shall be responsible for the disposal of the structure when necessary. 9. The user shall be responsible for the recycling of the structure when necessary. 10. The user shall be responsible for the reuse of the structure when necessary.

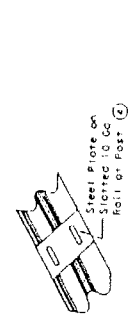
# BID SPECIFICATIONS



Note: There are no Rail to Post attachments for Posts ①, ②, ③, ④ & ⑤



TYPICAL CURB PLACEMENT (See CATCR (1) Detail 2)



DETAIL 1 SPLICER BOLT

MFR CODE	QTY	DESCRIPTION
3836	2	NOSE PLATE 8 TO GA
3844	2	5" x 8" PLATE 10 GA
310	2	"W" Beam 12 GA x 13" x 5 1/2"
310A	2	"W" Beam 10 GA x 13" x 5 1/2"
310C	2	"W" Beam Guard Rail (12 GA)
310D	2	"W" Beam Guard Rail (12 GA)
310E	2	"W" Beam Guard Rail (12 GA)
310F	2	"W" Beam Guard Rail (12 GA)
310G	2	"W" Beam Guard Rail (12 GA)
310H	2	"W" Beam Guard Rail (12 GA)
310I	2	"W" Beam Guard Rail (12 GA)
310J	2	"W" Beam Guard Rail (12 GA)
310K	2	"W" Beam Guard Rail (12 GA)
310L	2	"W" Beam Guard Rail (12 GA)
310M	2	"W" Beam Guard Rail (12 GA)
310N	2	"W" Beam Guard Rail (12 GA)
310O	2	"W" Beam Guard Rail (12 GA)
310P	2	"W" Beam Guard Rail (12 GA)
310Q	2	"W" Beam Guard Rail (12 GA)
310R	2	"W" Beam Guard Rail (12 GA)
310S	2	"W" Beam Guard Rail (12 GA)
310T	2	"W" Beam Guard Rail (12 GA)
310U	2	"W" Beam Guard Rail (12 GA)
310V	2	"W" Beam Guard Rail (12 GA)
310W	2	"W" Beam Guard Rail (12 GA)
310X	2	"W" Beam Guard Rail (12 GA)
310Y	2	"W" Beam Guard Rail (12 GA)
310Z	2	"W" Beam Guard Rail (12 GA)

MFR CODE	QTY	DESCRIPTION
31778	1	OBJECT MARKER (18" x 18") (CURB TO FIT)

MFR CODE	QTY	DESCRIPTION
31778	1	OBJECT MARKER (18" x 18") (CURB TO FIT)

MFR CODE	QTY	DESCRIPTION
31778	1	OBJECT MARKER (18" x 18") (CURB TO FIT)

Texas Department of Transportation  
 Statewide Highway Construction Division

## CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

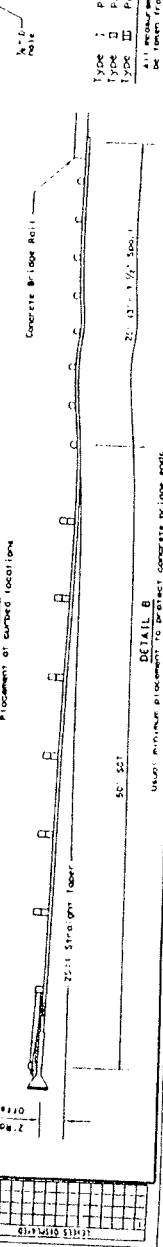
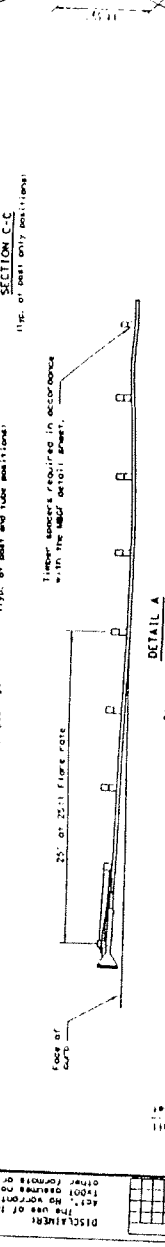
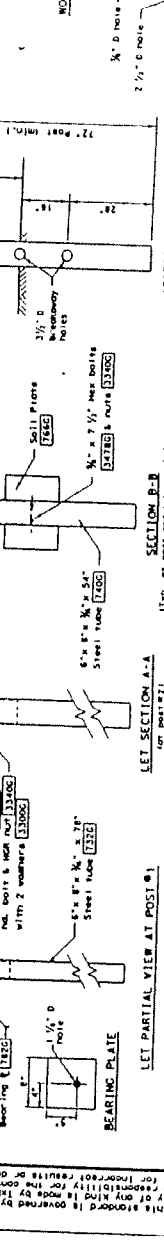
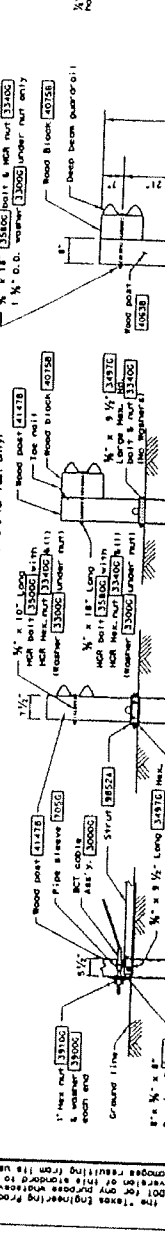
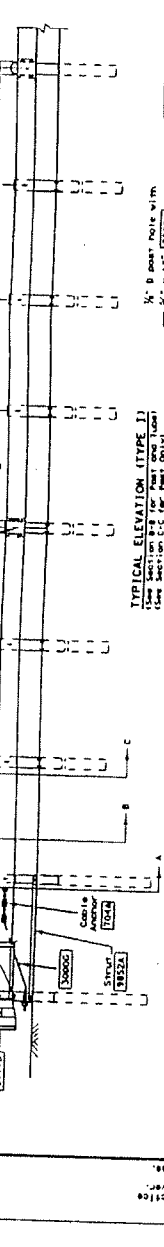
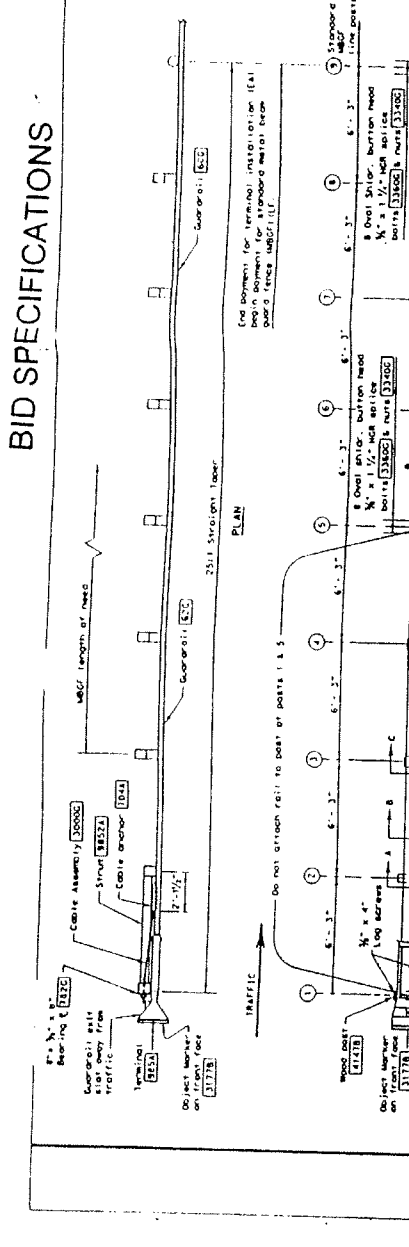
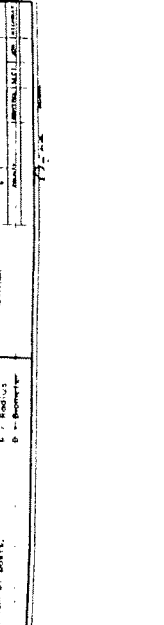
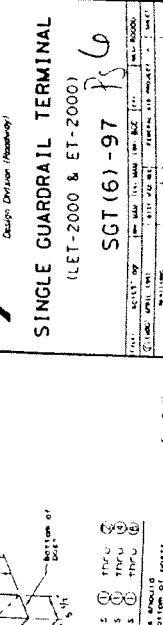
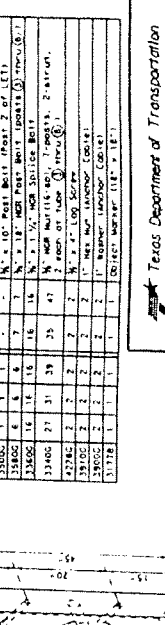
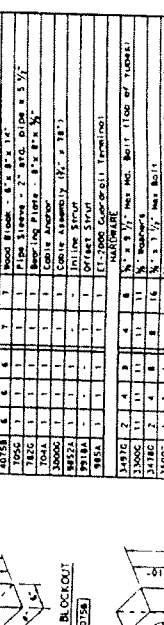
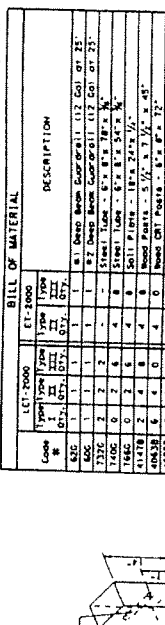
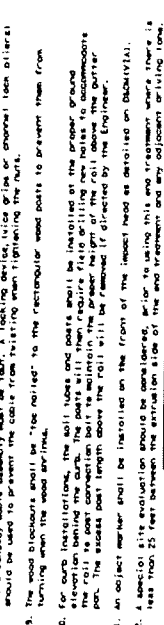
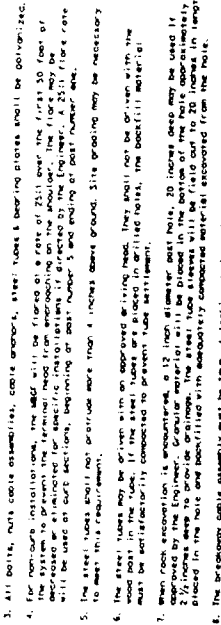
CATCR (2) - 97 **RS**

Sheet 2 of 2

- GENERAL NOTES**
- Crown will be altered to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The roadway surface should be an extension of the roadway surface shown.
  - All bolts, nuts, washers, cable assemblies, cable anchors, post tubes, backup plates, and soil plates shall be galvanized.
  - The exposed end segment of an "End Section" should be evaluated as a potential object in the determination of the need of MBG for the abutting direction of traffic.
  - As a usual minimum, a 25 foot section of MBG with uniform post spacing of 3.15' beyond the "End Section" is required immediately upstream of attachment to a rigid barrier. See Detail 3.
  - For placement of curb sections, the height from gutter top to post base will be 21", and the front section shall be filed (See Detail 2).
  - The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood strikes. Posts 1, through 8 as supplied by the manufacturer.
  - Either 6" x 8" or 8 1/2" x 7 1/2" wood blocks may be used at terminal as detailed on the Deck(VIA).

# BID SPECIFICATIONS

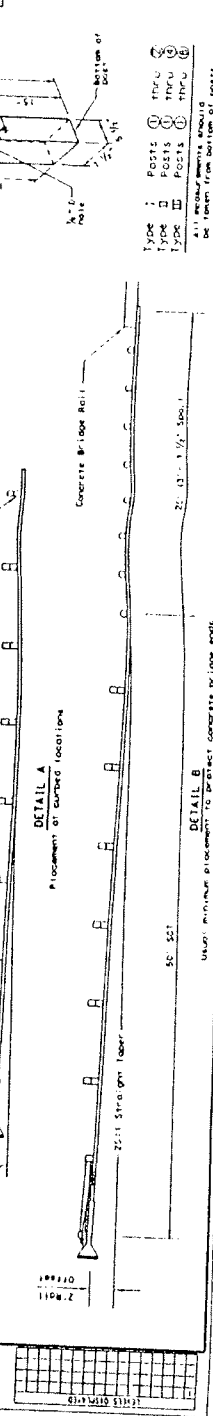
- GENERAL NOTES**
- The type of SET units will be specified elsewhere in the plans. Numbers in circles indicate post positions.
  - Steel tubes shall be galvanized.
  - For non-cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
  - The system to prevent the terminal head from encroaching on a 25' clearance shall be approved by the Engineer. A 25' clearance will be used at each section, beginning or ending at post number one.
  - The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
  - The steel tubes may be driven with an approved driving head. They shall not be driven with the wood blocks or placed in drilled holes; the backfill material must be satisfactorily compacted to prevent tube settlement.
  - When cable assemblies are encountered, a 12 inch diameter post hole, 20 inches deep may be used if approved by the Engineer. The steel tube sleeves will be placed in the bottom of the hole approximately 2 1/2 inches deep to provide drainage. The steel tube sleeves will be connected to the main cable assembly in the hole and backfilled with adequately compacted material excavated from the hole. The backfill material should be used to prevent the cable from twisting when tightening the nuts.
  - The wood blocks shall be "lock nailed" to the exterior wood posts to prevent them from turning when the wind blows.
  - For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts shall then require flag or drilling new holes to accommodate the cable. The holes shall be drilled to a depth of 20 inches below the ground surface to maintain the proper height of the roll above the gutter pan. The stakes post length above the roll will be removed (if directed by the Engineer).
  - An object marker shall be installed on the front of the impact head as detailed on DETAIL A.
  - A section site evaluation should be completed, prior to using this and treatment where there is less than 25 feet between the structure side of the end treatment and any adjacent driving lane.



DISCLAIMER: The use of this standard is intended to provide a uniform basis for the preparation of specifications for the construction of cable post and tower systems. It is not intended to be a contract document. The user of this standard is responsible for the results of its use. The user of this standard is responsible for the results of its use. The user of this standard is responsible for the results of its use.

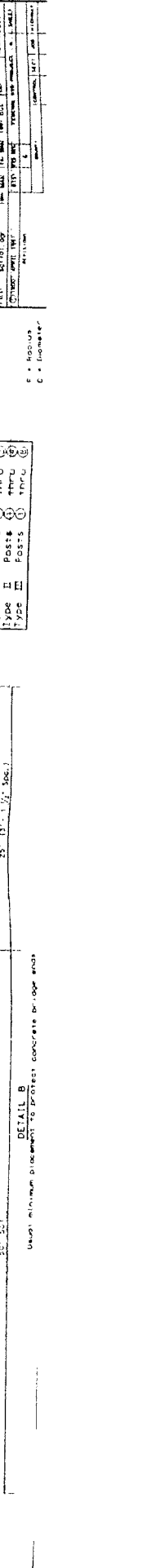
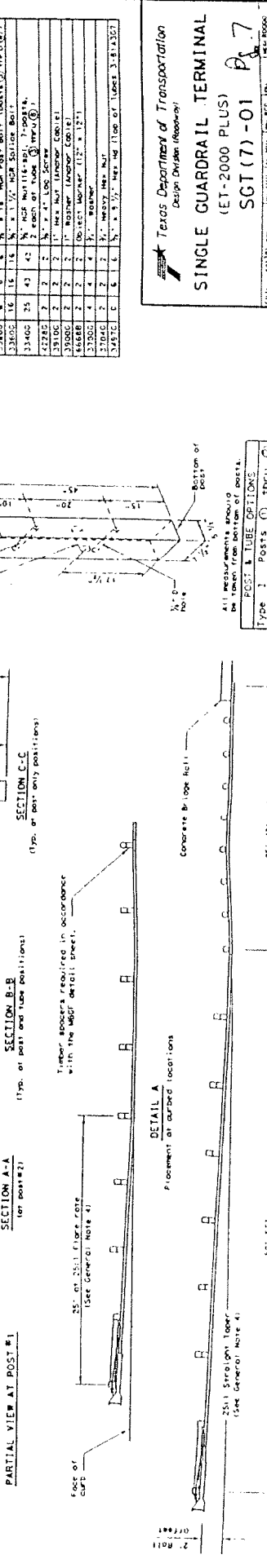
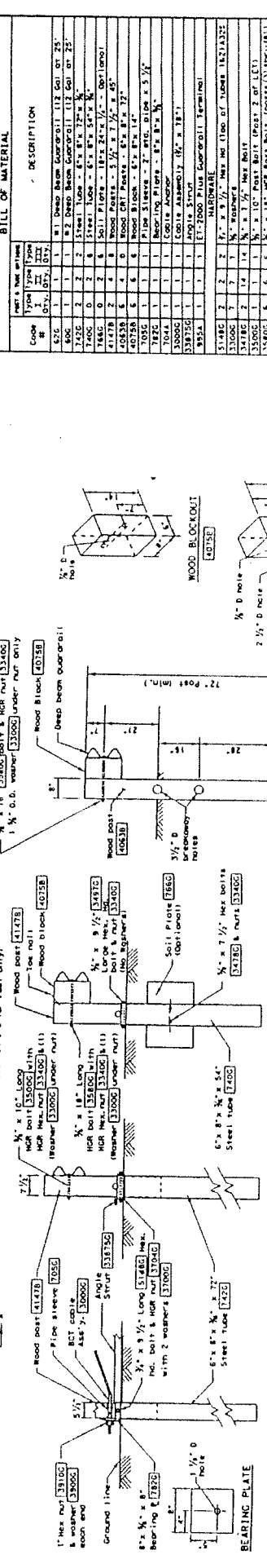
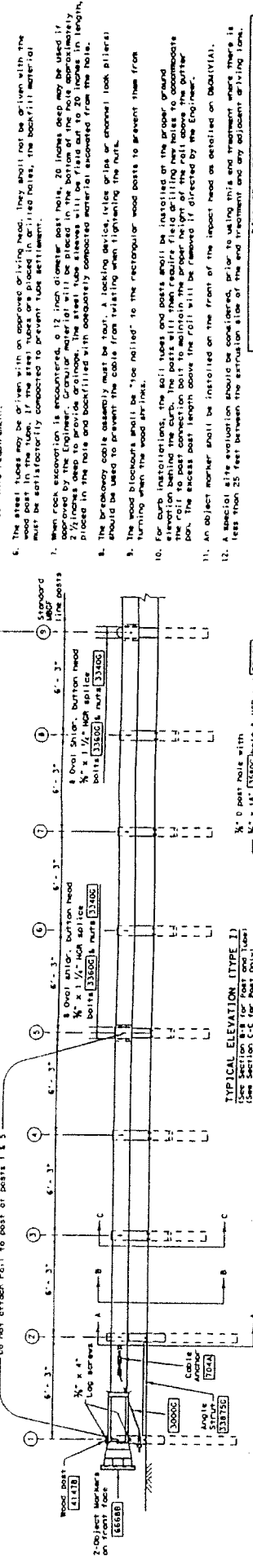
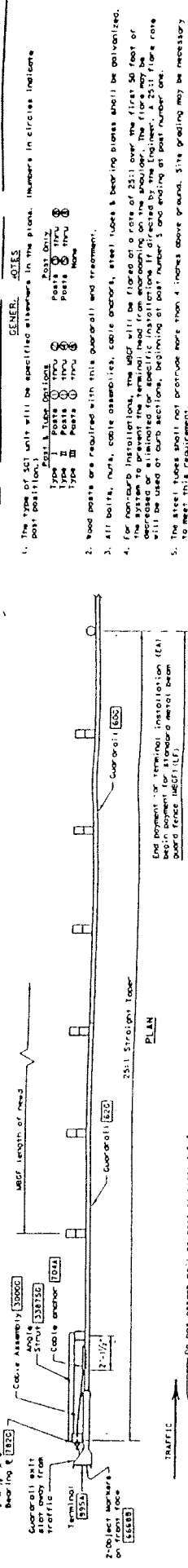
Code	LET-2000 Type	ET-2000 Type	DESCRIPTION
42120	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31700)
42130	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31710)
42140	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31720)
42150	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31730)
42160	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31740)
42170	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31750)
42180	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31760)
42190	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31770)
42200	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31780)
42210	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31790)
42220	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31800)
42230	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31810)
42240	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31820)
42250	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31830)
42260	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31840)
42270	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31850)
42280	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31860)
42290	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31870)
42300	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31880)
42310	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31890)
42320	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31900)
42330	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31910)
42340	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31920)
42350	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31930)
42360	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31940)
42370	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31950)
42380	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31960)
42390	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31970)
42400	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31980)
42410	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (31990)
42420	1	1	1 1/2" x 12" Long with 1/2" x 1/2" Nut (32000)

Texas Department of Transportation  
Single GUARDRAIL TERMINAL  
(LET-2000 & ET-2000)  
SGT (6) - 97 P.6



50-501  
25' Straight Tower  
Placement of cables location  
Concrete Bridge Roll  
25' (3' x 1/2" Spacing)  
Detail B  
Detail A  
Traffic  
Cable Assembly (32000)  
Steel Tube (32000)  
Wood Block (42120)  
Nuts and Bolts (31700-31990, 32000)

# BID SPECIFICATIONS



- GENERAL NOTES**
- The type of set units will be specified elsewhere in the plans. Numbers in circles indicate post positions.
  - Wood posts are required with this guardrail end treatment.
  - All bolts, nuts, cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
  - For non-curb installations, the user will be placed at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from working into the ground. For curb installations, the user will be placed at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from working into the ground. For curb installations, the user will be placed at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from working into the ground. For curb installations, the user will be placed at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from working into the ground.
  - The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
  - The steel tubes may be drilled with an approved drilling head. They shall not be drilled with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
  - When rock excavation is encountered, a 12-inch diameter post hole, 20 inches deep may be used, if approved by the Engineer. Gravel material will be placed in the bottom of the hole approximately 1/2 inches deep to provide drainage. The steel tube sleeves will be field cut to 20 inches in length, placed in the hole and backfilled with randomly compacted material excavated from the hole.
  - The breakaway cable assembly must be torn. A locking device, telles grips or channel lock pliers should be used to prevent the cable from twisting when tightening the nuts.
  - The wood blockouts shall be "ice nailed" to the rectangular wood posts to prevent them from turning when the wood blocks.
  - For curb installations, the soil, tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling per notes to accommodate the rail to post connection. The rail to post connection shall be made at the proper height of the rail above the gutter. The excess post length above the rail will be removed if directed by the Engineer.
  - An object marker shall be installed on the front of the impact head as detailed on O&M(A). It shall be 25 feet from the end of the impact head.
  - A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion size of the end treatment and any adjacent drilling hole.

**POST & TUBE OPTIONS**

Type	Posts	Thru
Type I	Posts	Thru
Type II	Posts	Thru
Type III	Posts	Thru

**BILL OF MATERIAL**

Code	Qty	Description
1	1	1" Hex Nut (31000)
2	1	1" Hex Washer (31000)
3	1	1" Hex Nut (31000)
4	1	1" Hex Washer (31000)
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100	1	1" Hex Washer (31000)

Texas Department of Transportation
   
 Design Division (Revised)

## SINGLE GUARDRAIL TERMINAL

(ET-2000 PLUS)

SGT (7) - 01 Pg. 7

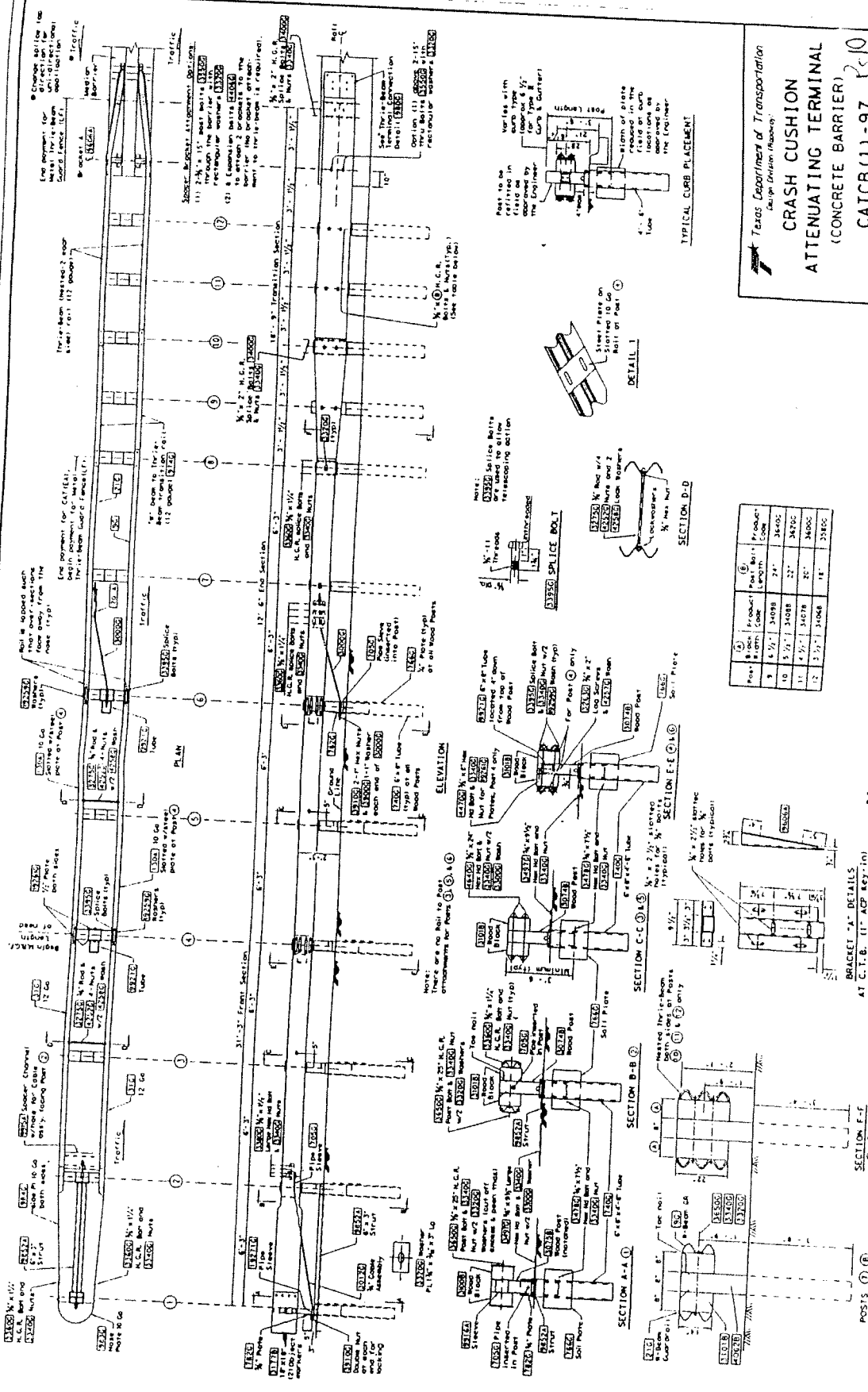
PROJECT NO.	DATE	SCALE	BY	CHECKED
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DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY	DATE
J. W. BROWN	J. W. BROWN	J. W. BROWN	J. W. BROWN	01/11/01

E. C. FROMMELT  
 E. C. FROMMELT





# BID SPECIFICATIONS

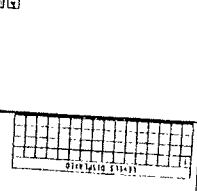
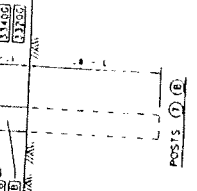
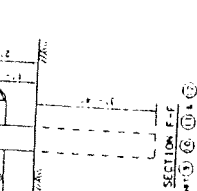
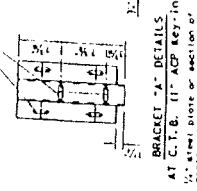
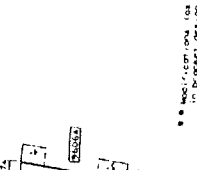


## Texas Department of Transportation CRASH CUSHION ATTENUATING TERMINAL (CONCRETE BARRIER) CATCB (1)-97

Sheet 1 of 2

Scale: 1/4" = 1'-0"  
 Date: 11/14/97  
 Drawn: [Name]  
 Checked: [Name]  
 Approved: [Name]

Part No.	Product Name	Product Code	Length	Quantity
1	Post	34088	24'	34000
2	Post	34088	24'	34000
3	Post	34078	20'	34000
4	Post	34088	24'	34000



Notes:  
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DISCLAIMER:  
 The use of this standard is governed by the Texas Engineering Practice Act. No warranty or representation is made by the Texas Department of Transportation for the use of this standard in any project or for any other purpose. The user assumes all liability for the use of this standard.

Other persons or for incorrect results or damages resulting from its use.

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