

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**AMENDMENT TO SERVICE CONTRACT  
C-09-009-03-03 BETWEEN HIDALGO COUNTY AND  
RICARDO R. GUERRA d/b/a GUERRA CONSTRUCTION CO.**

This AMENDMENT to the contract between **RICARDO R. GUERRA** d/b/a Guerra Construction Co., a sole proprietor (“Company”) and **HIDALGO COUNTY** (the “County”), effective the \_\_\_\_\_ day of \_\_\_\_\_ 2009, is made between the Company and the County (the “Amendment”), as follows:

**WHEREAS**, Company and County entered into a Contract on March 12, 2009 (the “Contract”) in which the Company agreed to provide new and used guard rail beam materials and installation as described in Exhibit “A” of the Contract;

**WHEREAS**, the Contract bid page submitted by Company as Exhibit “B” includes the cost of guard rail material and the installation of such material in one unit price;

**WHEREAS**, the parties have now determined that there may be instances in which the County may desire to pay Contractor solely for the guard rail materials which have been designated for the project and to pay the labor costs at some future time for the actual installation of the guard rail, but in no instance would the total price exceed the per unit cost allocated in Exhibit B”;

**NOW THEREFORE**, for and in consideration of the tasks performed by Company and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Company and County hereby agree to the following Amendment to the Contract:

1. In the event the County causes the Contractor to delay completion of the Services described in Exhibit “A”, County may at its sole option, approve payment to Company for materials or labor for the Services but at no time shall the total labor and material costs combined, regardless of when paid to Company, exceed the unit prices described in Exhibit “B”.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Company and County ratify and confirm the terms and provisions of the Contract as amended.

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

**HIDALGO COUNTY**

\_\_\_\_\_  
J.D. Salinas III, County Judge

ATTEST:

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

**RICHARD R. GUERRA**  
**d/b/a Guerra Construction Co.**

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

Approved as to Form:  
ATLAS & HALL, L.L.P.

\_\_\_\_\_  
By: Stephen L. Crain

**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)**

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

**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