



PURCHASING DEPARTMENT

County Of Hidalgo

July 9, 2009

Mr. David Stroud, Regional Sales Manager  
11612 RM 2244, Building 1, Suite 250  
Austin, Texas 78738

Via E-Mail: david.stroud@ergon.com

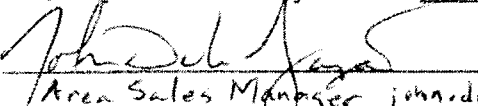
Re: **Extension For: C-08-324-10-14**  
**"CRS-2 Emulsified Asphalt-Hidalgo County"**

Dear Mr Stroud:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, July 21, 2009 to exercise the option to extend the term of this contract agreement for the additional sixty (60) day option as provided in the above-referenced contract for: "Hidalgo County-CRS-2 (Cationic Rapid Setting) Emulsified Asphalt," under the same rates, terms and conditions. Extension date effective as of October 15, 2009 terminating December 14, 2009.

Please acknowledge receipt by signing below and returning to the Purchasing Department by no later than, Monday, July 13, 2009, 10:00 a.m., via facsimile to (956) 956-318-2629 attn: Cris Villarreal, Buyer II and/or by E-Mail: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us)

By:

  
Area Sales Manager [john.delagarza@ergon.com](mailto:john.delagarza@ergon.com)

Date:

7/9/09

John De la Garza

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4876. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

*Cris Villarreal*

**Cris Villarreal, Buyer II**

Hidalgo County Purchasing Department

xc: Darlene Betancourt-Procurement Process & Data Manager  
[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)

Sandy Suarez, Buyer  
[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)

---

---

**REQUIREMENTS AGREEMENT**

---

---

**C-08-324-10-14**

---

---

THIS AGREEMENT (the "Agreement") is entered into effective as of **October 14, 2008** by and between **Ergon Asphalt & Emulsions, Inc., a Mississippi Corporation** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of six months; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**" in the areas of **HIDALGO COUNTY** projects for a period of **six (6) months from October 14, 2008 to April 14, 2009** with the option to renew for an additional six (6) months. Prior to expiration of term of contract, County may extend this agreement for an additional sixty (60) days grace period. (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

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

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or

---

---

---

---

---

amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller:                   Ergon Asphalt & Emulsions, Inc.  
  Attn: Pat Garrett  
  11612 RM, Building 1, Suite 250  
  Austin, TX. 78738

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

---

---

---

---

---

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

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

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

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

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

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

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

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

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or

---

---

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

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

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

APPROVED BY COMMISSIONERS COURT ON, OCT 14 2008.

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P

By: [Signature]  
Date: 10-7-08

HIDALGO COUNTY  
By: [Signature]  
Juan D. Salinas, III, County Judge  
Date: OCT 14 2008

ATTEST:  
[Signature]  
Arturo Guajardo, Jr., County Clerk  
Date: \_\_\_\_\_

Ergon Asphalt & Emulsions, Inc.  
By: [Signature]  
Printed Name: R. M. McKEMIE

Title: VICE PRESIDENT, MARKETING  
Date: OCTOBER 17, 2008

---

---

---

---

---

---

**EXHIBIT “A”  
SPECIFICATIONS**



---

---

---

---

---

and/or a 60 day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioners Court.

- B. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
  - C. Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.
  - D. The contract for the material 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. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
  - E. Insurance Certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
  - F. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or service which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
  - G. In the event the material furnished does not meet all the County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
  - H. Hidalgo County reserves the right to seek purchases for "CRS-2 Emulsified Asphalt" from State Contracts whenever it is in the best interest of the County to do so.
  - I. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
  - J. **All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.**
- 
- 
- 
- 
-



---

---

---

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.

### **III. ADDITIONAL INFORMATION**

**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 participant 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. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, September 10, 2008, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, September 12, 2008.

---

---

---

---

---

---

---

---

---

**EXHIBIT “B”  
PAYMENT SCHEDULE**

**EXHIBIT "B"**

**HIDALGO COUNTY**  
(All funding sources, i.e. R&B, CIP, and CAP)  
**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**  
**BID NO. 2008-324-09-17-CGV**

**BID PAGE**

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANTITY	DELIVERED PRICE AMOUNT:	ADDITIONAL COST (SPECIFY) :
LOADS OF 1,000 GALLONS OR LESS (ON AN AS NEEDED BASIS)	\$ <u>3.8155</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE
LOADS OF 1,001 TO 2,000 GALLONS (ON AN AS NEEDED BASIS)	\$ <u>3.2078</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE
LOADS OF 2,001 TO 3,000 GALLONS (ON AN AS NEEDED BASIS)	\$ <u>3.0052</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE
LOADS OF 3,001 TO 4,000 GALLONS (ON AN AS NEEDED BASIS)	\$ <u>2.9039</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE
LOADS OF 4,001 TO 5,000 GALLONS (ON AN AS NEEDED BASIS)	\$ <u>2.8431</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$80.00/HOUR FIRST TWO HOURS FREE

PUMP AND HOSE CHARGE IS \$80.00/LOA

COMPANY NAME:	ERGON ASPHALT & EMULSIONS, INC.	
ADDRESS:	11612 RM 2244, BUILDING 1, SUITE 250	
CITY/STATE/ZIP CODE:	AUSTIN, TEXAS 78738	
PHONE NUMBER:	(512) 469-9292	CELLULAR NUMBER: (254) 715-3921
FAX NUMBER:	(512) 469-0391	
AUTHORIZED SIGNATURE:	<i>David Stroud</i>	
PRINTED NAME:	DAVID STROUD	
TITLE:	REGIONAL SALES MANAGER	
DATE:	SEPTEMBER 9, 2008	

SEP 17 2008

*David.Stroud@ergon.com*

Bid  
for  
**CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**  
**Bid No: 2008-324-09-17CGV**  
September 17, 2008

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 So. 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: ERGON ASPHALT & EMULSIONS, INC.

Address: 11612 RM 2244, BUILDING 1, SUITE 250, AUSTIN, TEXAS 78738

By: *David Stroud*

Printed Name: DAVID STROUD

Title: REGIONAL SALES MANAGER

SEP 17 2008

---

---

---

---

---

**EXHIBIT “C”  
INSURANCE  
REQUIREMENTS**



---

---

---

---

---

---

## Insurance Requirement Acknowledgment

I, DAVID STROUD, authorized representative for ERGON ASPHALT & EMULSIONS, INC.  
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; (\*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between your Company and the County.)

will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

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

(\*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between your Company and the County.) **OR**

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

David Stroud  
Authorized Representative

9-9-08  
Date

**Notice to Bidder:** Failure to provide Certificates of Insurance to Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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, DAVID STROUD, 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.**

David Stroud  
Authorized Signature

SEPTEMBER 9, 2008  
Date

ERGON ASPHALT & EMULSIONS, INC.  
Company

11612 RM 2244, BUILDING 1, SUITE 250  
Address

AUSTIN, TEXAS 78738  
City, State, Zip

# ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/10/2008

<b>PRODUCER</b> Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031		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.	
Ergon -All-All-08-09		<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Ergon Asphalt & Emissions, Inc. P.O. Box 1639 Jackson, MS 39215-1639		INSURER A: Steadfast Insurance Company	NAIC # 26387
		INSURER B: American Zurich Insurance Company	40142
		INSURER C: Steadfast Insurance Company	26387
		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.

FORM ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR	BOG9300739-07	08/01/08	08/01/09	EACH OCCURRENCE \$ 1,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP291743510	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	UMB967202800	08/01/08	08/01/09	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				OTHER THAN EA ACC AGG \$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input type="checkbox"/> OTHER	WIC291716509	07/01/08	07/01/09	X WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Bid No: 2008-324-09-17CGV

Additional Insured where required by written contract on General Liability and Auto Liability

CERTIFICATE HOLDER HOU-000925303-01

CANCELLATION

Hidalgo County  
 Attn: Martha L. Salazar  
 100 E. Cano, 4th Floor  
 Edinburg, TX 78539

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 of Marsh USA Inc.  
 David B. Gorney

*David B. Gorney*