

## REQUIREMENTS AGREEMENT

C-08-201-10-21

THIS AGREEMENT (the "Agreement") is entered into effective as of October 21, 2008 by and between **Diaz Floors & Interiors Inc, a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Carpentry, Construction & Building Supplies & Materials,**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a 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 **Buildings & Grounds** projects for a period of one year from the effective date of this Agreement with the option to renew for an additional one year (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. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to and unforeseen delay in the award of a new bid for next contract term.

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: Diaz Floors And Interiors Inc  
Andres Diaz  
1205 W Polk  
Pharr, Texas 78577

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, OCTOBER 21, 2008.

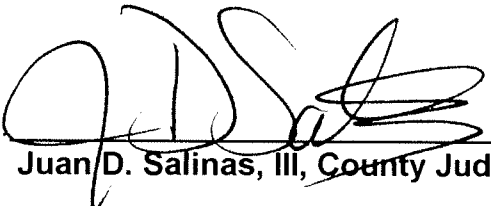
APPROVED AS TO FORM:

Atlas & Hall, L.L.P

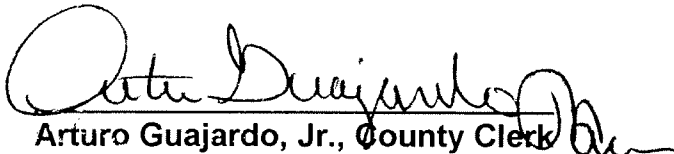
By:   
**Stephen L. Grano-Crain**

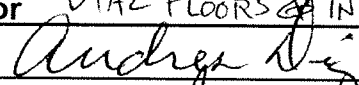
Date: 10-15-08

HIDALGO COUNTY

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

ATTEST:

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

**Vendor** DIAZ FLOORS & INTERIORS INC  
By:   
Printed Name: ANDRES DIAZ  
Title: PRES.  
Date: 10/30/08

**EXHIBIT “A”  
SPECIFICATIONS**

## EXHIBIT "A"

### HIDALGO COUNTY BUILDING AND GROUNDS "Carpentry, Construction & Building Supplies & Materials" RFB No.: 08-201-08-20-YSI

#### SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

##### **General Requirements:**

The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Carpentry, Construction & Building Supplies & Materials" including, but not limited to the following:

##### **Terms Conditions & Requirements:**

1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.
2. Hidalgo County reserves the right to award to one (1) or multiple vendors.
3. All purchases will be on an "As Needed Basis", there are no set quantities to be purchased.
4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
5. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
6. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**
7. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.
8. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
9. 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.

##### **Market Volatility and Unit Price Adjustments:**

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 of 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 in 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 ten (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.

**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.

### **Additional Conditions & Requirements:**

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. **Telephone calls will not be accepted!** All written inquiries will be accepted via facsimile no later than, Wednesday, **August 13, 2008, 5:00 pm.** Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, **August 15, 2008, 5:00 pm.**

- 1.) Plywood birch, oak, ash, mahogany ½", ¾", ¼"
- 2.) # 16 nails
- 3.) # 16 galvanize
- 4.) Wedge anchors ½", 3/8", ¼"
- 5.) Wood chimes
- 6.) Solid wood boards 1"x2"x10", 12', 14'
- 7.) ½" sheath plywood
- 8.) Sal blades 7 ¼", 12" (fine, course)
- 9.) Wood/Bimetal Sawsall blades (DeWalt, Milwaukee)
- 10.) Rough/Fine Sandpaper (60-120 Grid)
- 11.) Wood Glue
- 12.) Water/Oil base paint interior & exterior (gloss/semi-gloss)
- 13.) Drywall 3/8", ½"
- 14.) Drywall screws 1", 1 ¼", 1 1/2", 2", 3"
  - 14a.) Self tapping screws 1", 1 ¼", 1 ½", 2", 3"
- 15.) Formica (lifetime)
- 16.) Vct tile 12x12 / 10x10 (assorted sizes, colors)
- 17.) Tile cement
- 18.) Sheet metal screws (assorted sizes)
- 19.) Fine sand
- 20.) Galvanize unidtrut channel
- 21.) Galvanize corrugated panel
- 22.) Aluminum corrugated panel
- 23.) Cabinet door latches (assorted styles)
- 24.) Galvanize pipe 1", 2", 2 ½", 3"
- 25.) Commercial interior/exterior doorknobs (closet, hall, entry, ADA)
- 26.) Varnish stain paint
- 27.) Boards, regular & treated 2"x 4"x 8'
  - 2"x 10"x 8' (pre cuts)
  - 2"x 12"x 8' (pre cuts)
  - 2"x 14"x 8' (pre cuts)
  - 2"x 16"x 8' (pre cuts)
- 28.) Solid boards 1"x4' x10', 12', 14'
- 29.) Siding plywood
- 30.) Spade drill bits
- 31.) Jigsaw blades

- 32.) Rough sandpaper
- 33.) Wood screws (#8) ¼"-1", (#10) ¼"-1", (#12) ¼"-1"
- 34.) Wood crown molding
- 35.) Ceramic tile
- 36.) Tile grout
- 37.) Concrete Ready Mix
- 38.) Rebar #4, #2, #8, #6
- 39.) Asphalt patch mix
- 40.) Galvanize strut straps
- 41.) Plastic corrugated panel
- 42.) Ceiling tile – 2' x 2' # 934A
- 43.) Ceiling tile – 2' x 4' #942
- 44.) Door latches (cabinet conventional doors)
- 45.) Kick plates for doors
- 46.) Finish nails #3, #4, #6, #8
- 47.) Ceiling tile 942
- 48.) Wall angles ¾"
- 49.) Main angles
- 50.) Cross tees 4"
- 51.) Router bit sets (various sizes)
- 52.) Router bit-carbide tipped
- 53.) Gloves
- 54.) Router bit-¼ shank 1.3/8 cut Dia. carbide tipped-1" cut dept
- 55.) Router bit-½", 12.7mm 1.7/16 depth carbide tipped

**EXHIBIT “B”  
PAYMENT SCHEDULE**

**EXHIBIT "B"**  
**BID PAGE**  
**HIDALGO COUNTY BUILDING AND GROUNDS**  
**"Carpentry & Construction Supplies & Materials"**  
**RFB No.: 08-201-08-20-YSI**

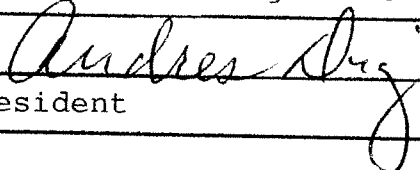
| DESCRIPTION             | PRICE              |
|-------------------------|--------------------|
| 1.) Plywood:            |                    |
| Birch                   | 1/2" \$ _____ each |
|                         | 3/4" \$ _____ each |
|                         | 1/4" \$ _____ each |
| Oak                     | 1/2" \$ _____ each |
|                         | 3/4" \$ _____ each |
|                         | 1/4" \$ _____ each |
| Ash                     | 1/2" \$ _____ each |
|                         | 3/4" \$ _____ each |
|                         | 1/4" \$ _____ each |
| Mahogany                | 1/2" \$ _____ each |
|                         | 3/4" \$ _____ each |
|                         | 1/4" \$ _____ each |
| 2.) # 16 nails          | \$ _____ lb.       |
| 3.) # 16 galvanize      | \$ _____ lb.       |
| 4.) Wedge anchors       |                    |
| 1/2" x _____"           | \$ _____ each      |
| 1/2" x _____"           | \$ _____ each      |
| 1/2" x _____"           | \$ _____ each      |
| 3/8" x _____"           | \$ _____ each      |
| 3/8" x _____"           | \$ _____ each      |
| 3/8" x _____"           | \$ _____ each      |
| 1/4" x _____"           | \$ _____ each      |
| 1/4" x _____"           | \$ _____ each      |
| 1/4" x _____"           | \$ _____ each      |
| 1/4" x _____"           | \$ _____ each      |
| _____ x _____"          | \$ _____ each      |
| _____ x _____"          | \$ _____ each      |
| _____ x _____"          | \$ _____ each      |
| 5.) Wood chims          | \$ _____ each      |
| 6.) Solid wood boards   |                    |
| type: _____ 1"x 2"x 10' | \$ _____ each      |
| type: _____ 1"x 2"x 12' | \$ _____ each      |
| type: _____ 1"x 2"x 14' | \$ _____ each      |
| 7.) 1/2" sheath plywood | \$ _____ each      |
| 8.) Saw blades          |                    |
| Fine: 7 1/4"            | \$ _____ each      |

|       |   |                |               |                 |                   |
|-------|---|----------------|---------------|-----------------|-------------------|
|       | Course:   | 12"            | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 7 1/4"         | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 12"            | <del>\$</del> | <del>A</del>    | <del>each</del>   |
| 9.)   | Wood/Bimetal Sawsall blades (DeWalt, Milwaukee)             |                |               |                 |                   |
|       |   | 4"             | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 6"             | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 8"             | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 12"            | <del>\$</del> | <del>A</del>    | <del>each</del>   |
| 10.)  | Rough/Fine Sandpaper (60-120 Grid)                          |                |               |                 |                   |
|       | Rough:  | 20 grid        | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 80 grid        | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 100 grid       | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 120 grid       | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       | Fine:   | 20 grid        | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 80 grid        | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 100 grid       | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 120 grid       | <del>\$</del> | <del>N</del>    | <del>each</del>   |
| 11.)  | Wood Glue   |                | <del>\$</del> | <del>N/A</del>  | <del>gallon</del> |
| 12.)  | Water/Oil base paint interior & exterior (gloss/semi-gloss) |                |               |                 |                   |
|       | Water Base  | Int semi gloss | <del>\$</del> | <del>N</del>    | <del>gallon</del> |
|       |   | Int gloss      | <del>\$</del> | <del>N</del>    | <del>gallon</del> |
|       |   | Ext gloss      | <del>\$</del> | <del>N</del>    | <del>gallon</del> |
|       |   | Ext semi gloss | <del>\$</del> | <del>N</del>    | <del>gallon</del> |
|       | Oil Base  | Int semi gloss | <del>\$</del> | <del>N</del>    | <del>gallon</del> |
|       |   | Int gloss      | <del>\$</del> | <del>N</del>    | <del>gallon</del> |
|       |   | Ext gloss      | <del>\$</del> | <del>N</del>    | <del>gallon</del> |
|       |   | Ex semi gloss  | <del>\$</del> | <del>N</del>    | <del>gallon</del> |
| 13.)  | Drywall   | 3/8"           | <del>\$</del> | <del>N</del>    | <del>each</del>   |
|       |   | 1/2"           | <del>\$</del> | <del>N</del>    | <del>each</del>   |
| 14.)  | Drywall screws  | 1"             | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
|       |   | 1 1/4"         | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
|       |   | 1 1/2"         | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
|       |   | 2"             | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
|       |   | 3"             | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
| 14a.) | Self tapping screws   | 1"             | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
|       |   | 1 1/4"         | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
|       |   | 1 1/2"         | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
|       |   | 2"             | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
|       |   | 3"             | <del>\$</del> | <del>N</del>    | <del>lb.</del>    |
| 15.)  | Formica (lifetime)  |                | <del>\$</del> | <del>2.70</del> | <del>SF LF</del>  |

- |      |  |                          |                   |      |
|------|--|--------------------------|-------------------|------|
| 16.) | Vct tile (assorted sizes, colors)            |                          |                   |      |
|      | (AZROCK, TARKKET,                            | 12 x 12                  | \$ 38.00          | bx   |
|      | CONGOLEUM, ARMSTRONG)                        | 10 x 10                  | \$ n/a            | bx   |
|      | 45sf/ctn                                     |                          |                   |      |
| 17.) | Tile cement                                  | 4 gal/pail               | \$ 36.00          | pail |
| 18.) | Sheet metal screws (assorted sizes)          |                          | <del>\$ N</del>   |      |
| 19.) | Fine sand                                    |                          | <del>\$ A</del>   |      |
| 20.) | Galvanize unidtrut channel                   |                          | <del>\$ N/A</del> |      |
| 21.) | Galvanized corrugated panel                  | 8'                       | <del>\$</del>     |      |
|      |  | 10'                      | <del>\$</del>     |      |
|      |  | 12'                      | <del>\$ N</del>   |      |
|      |  | 14'                      | <del>\$ A</del>   |      |
|      |  | 16'                      | <del>\$</del>     |      |
| 22.) | Aluminum corrugated panel                    | size: _____              | <del>\$ N</del>   | each |
| 23.) | Cabinet door latches (assorted styles)       |                          | <del>\$ A</del>   | each |
| 24.) | Galvanize pipe                               | 1"                       | <del>\$</del>     | each |
|      |  | 2"                       | <del>\$ N</del>   | each |
|      |  | 2 1/2"                   | <del>\$</del>     | each |
|      |  | 3"                       | <del>\$ A</del>   | each |
| 25.) | Commercial interior/exterior doorknobs (ADA) |                          |                   |      |
|      |  | Closet/interior          | <del>\$ N</del>   | each |
|      |  | Hall                     | <del>\$</del>     | each |
|      |  | Exterior                 | <del>\$ A</del>   | each |
| 26.) | Varnish stain paint                          | Varnish                  | <del>\$</del>     | gal  |
|      |  | Stain                    | <del>\$ N</del>   | gal  |
| 27.) | Boards,                                      | Regular                  | <del>\$</del>     |      |
|      |  | 2" x 4" x 8'             | <del>\$</del>     |      |
|      |  | 2" x 10" x 8' (pre cuts) | <del>\$</del>     |      |
|      |  | 2" x 12" x 8' (pre cuts) | <del>\$</del>     |      |
|      |  | 2" x 14" x 8' (pre cuts) | <del>\$ N</del>   |      |
|      |  | 2" x 16" x 8' (pre cuts) | <del>\$</del>     |      |
|      |  | Treated                  | <del>\$</del>     |      |
|      |  | 2" x 4" x 8'             | <del>\$</del>     |      |
|      |  | 2" x 10" x 8' (pre cuts) | <del>\$ A</del>   |      |
|      |  | 2" x 12" x 8' (pre cuts) | <del>\$</del>     |      |
|      |  | 2" x 14" x 8' (pre cuts) | <del>\$</del>     |      |
|      |  | 2" x 16" x 8' (pre cuts) | <del>\$</del>     |      |
| 28.) | Solid boards                                 | # _____ or better        | <del>\$</del>     |      |
|      |  | 1" x 4' x 10'            | <del>\$ N</del>   |      |
|      |  | 1" x 4' x 12'            | <del>\$</del>     |      |
|      |  | 1" x 4' x 12"            | <del>\$ A</del>   |      |

- 29.) Siding plywood 4'x 8' x \_\_\_\_\_ \$ ~~N/A~~  
4'x 8' x \_\_\_\_\_ \$
- 30.) Spade drill bits 1/2" \$ ~~N/A~~  
3/4" \$ ~~N/A~~  
7/8" \$ ~~N/A~~  
1" \$ ~~N/A~~  
1 1/8" \$ ~~N/A~~  
1 1/4" \$ ~~N/A~~  
1 1/2" \$ ~~N/A~~
- 31.) Jigsaw blades: \_\_\_\_\_ different grids & \_\_\_\_\_ per pack \$ ~~N/A~~
- 32.) Rough sandpaper # \_\_\_\_\_ grid \$ ~~N/A~~ sheet
- 33.) Wood screws (#8) 1/4"-1" \$ ~~N/A~~  
(#10) 1/4"-1" \$ ~~N/A~~  
(#12) 1/4"-1" \$
- 34.) Wood crown molding \_\_\_\_\_ \$ ~~N/A~~ LFT  
\_\_\_\_\_ \$ ~~N/A~~ LFT  
\_\_\_\_\_ \$ ~~N/A~~ LFT  
\_\_\_\_\_ \$ ~~N/A~~ LFT  
\_\_\_\_\_ \$ ~~N/A~~ LFT  
\_\_\_\_\_ \$ ~~N/A~~ LFT
- 35.) Ceramic tile 4x4 group 1 semigloss \$ 1.50 Sq Ft  
6x6 group 1 semigloss \$ 2.50 sq ft
- 36.) Tile grout unsanded per 25 lb bag \$ 14.50 bag
- 37.) Concrete Ready Mix per \_\_\_\_\_ \$ ~~N/A~~
- 38.) Rebar #4 3/8" \$ ~~N/A~~  
1/2" \$ ~~N/A~~  
5/8" \$ ~~N/A~~  
#2 3/8" \$ ~~N/A~~  
1/2" \$ ~~N/A~~  
5/8" \$ ~~N/A~~  
#8 3/8" \$ ~~N/A~~  
1/2" \$ ~~N/A~~  
5/8" \$ ~~N/A~~  
#6 3/8" \$ ~~N/A~~  
1/2" \$ ~~N/A~~  
5/8" \$ ~~N/A~~
- 39.) Asphalt patch mix 50 lb bucket \$ ~~N/A~~
- 40.) Galvanize strut straps \_\_\_\_\_ \$ ~~N/A~~
- 41.) Plastic corrugated panel \$ ~~N/A~~

- |      |   |          |         |
|------|---|----------|---------|
| 42.) | Ceiling tile - 2' x 2' # 934A - equal #770<br>64 sf/ ctn.       | \$ 31.50 | per box |
| 43.) | Ceiling tile - 2' x 4' #942 - equal #769<br>96 sf/ctn.          | \$ 46.50 | per box |
| 44.) | Door latches (cabinet conventional doors)                       | \$       | N/A     |
| 45.) | Kick plates for doors   | \$       | N/A     |
| 46.) | Finish nails  | \$       | lb      |
|      | #3  | \$       | N/A     |
|      | #4  | \$       | N/A     |
|      | #6  | \$       | N/A     |
|      | #8  | \$       | N/A     |
| 47.) | Ceiling tile 942 - equal # 769<br>96 sf/ctn                     | \$ 46.50 |         |
| 48.) | Wall angles 3/4"  | \$       | N/A     |
| 49.) | Main angles   | \$       | N/A     |
| 50.) | Cross tees 4"   | \$       | N/A     |
| 51.) | Router bit sets (various sizes)                                 | \$       | N/A     |
| 52.) | Router bit-carbide tipped                                       | \$       | N/A     |
| 53.) | Gloves  | \$       | N/A pr  |
| 54.) | Router bit-1/4 shank 1.3/8 cut Dia. carbide tipped-1" cut depth | \$       | N/A     |
| 55.) | Router bit-1/2", 12.7mm 1.7/16 depth carbide tipped             | \$       | N/A     |

**BIDDER/COMPANY NAME:** Diaz Floors & Interiors  
**ADDRESS:** 1205 West Polk  
**CITY/STATE/ZIP:** Pharr, Tx 78577  
**PHONE NO/FAX NO:** 956-787-0056 fax 956-781-7917  
**CELL PHONE NO:** 956-533-5521  
**E-MAIL ADDRESS:** diazfloor8586@sbcglobal.net  
**AUTHORIZED SIGNATURE:**   
**TITLE:** President

**EXHIBIT “C”**  
**INSURANCE REQUIREMENTS**

# Commercial Certificate of Insurance



**FARMERS**

Agency  
 Name : YOLANDA MCGEE  
 & : 3830 N FM 493  
 Address : DONNA, TX 78557

Issue Date (MM/DD/YY) **2/04/2009**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not intend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 42 Agent 335

Insured  
 Name : DIAZ FLOORS & INTERIORS INC.  
 & : 305 W POLK  
 Address : MIARR, TX 78577

Companies Providing Coverage:  
 Company A Truck Insurance Exchange  
 Company B Farmers Insurance Exchange  
 Company C Mid-Century Insurance Company  
 Company D

### Coverages

This is to certify that 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. Limits shown may have been reduced by paid claims.

| Co. Ltr | Type of Insurance  | Policy Number | Policy Effective Date (MM/DD/YY) | Policy Expiration Date (MM/DD/YY) | Policy Limits  |
|---------|--|---------------|----------------------------------|-----------------------------------|--|
|         | General Liability<br>Commercial General Liability<br>- Occurrence Version<br>Contractual - Incidental Only<br>(Owners & Contractors Prot.) |               |                                  |                                   | General Aggregate<br>Products-Comp/CRS Aggregate<br>Personal & Advertising Injury<br>Each Occurrence<br>Fire Damage (Any one fire)<br>Medical Expense (Any one person) |
| 11      | Automobile Liability<br>All Owned Commercial Autos<br>X Scheduled Autos<br>X Titled Autos<br>X Non-Owned Autos<br>Garage Liability         | 06940-58-16   | 12/19/08                         | 12/19/09                          | Combined Single Limit<br>Bodily Injury (Per person)<br>Bodily Injury (Per accident)<br>Property Damage<br>Garage Aggregate   |
|         | Umbrella Liability   |               |                                  |                                   | Limit  |
| 13      | Workers' Compensation and Employers' Liability   | A0707-93-77   | 11/30/08                         | 11/30/09                          | Statutory<br>Each Accident<br>Disease - Each Employee<br>Disease - Policy Limit  |

Description of Operations/Vehicles/Restrictions/Special Items:

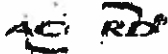
SALV & INSTALLATION OF FLOOR COVERINGS

Certificate Holder  
 Name : Hidalgo County  
 & : 100 North Clossner  
 Address : Edinburg, TX. 78539

Cancellation  
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

*Yolanda McGee*  
 Authorized Representative

Copy Distribution: Service Center Copy and Agent's Copy



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
02/23/09

PROD IR South Side Insurance  
P O Box 1526  
McAllen, TX 78506  
Phone (958)664-2246 Fax (958)664-2279

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.

INSUR DIAZ FLOORS & INTERIORS, INC.  
1205 WEST POLK  
PHARR, TX 78577

INSURERS AFFORDING COVERAGE  
INSURER A: PENN AMERICA INSURANCE CO  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

COVERAGE

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING THE REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR OBTAINED, 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

INSURANCE TYPE

| TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|--|---------------|----------------------------------|-----------------------------------|--|
| <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON OWNED AUTOS<br><b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$ | PAC6817424    | 01/16/09                         | 01/16/10                          | EACH OCCURRENCE 1000000<br>DAMAGE TO RENTED PREMISES (EA OCCURRENCE) 100000<br>MED EXP (Any one person) 6000<br>PERSONAL & ADV INJURY 1000000<br>GENERAL AGGREGATE 2000000<br>PRODUCTS - COMPIOP AGG 2000000<br>COMBINED SINGLE LIMIT (EA accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC AGG<br>EACH OCCURRENCE<br>AGGREGATE<br><input type="checkbox"/> UNO STATUTORY LIMITS<br><input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT |
| <b>EMPLOYERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>PROPRIETOR / PARTNER / EXECUTIVE MEMBER / MEMBER EXCLUDED?<br>SPECIAL PROVISIONS below   |               |                                  |                                   |  |

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

CERTIFICATE HOLDER

Hidalgo County  
100 North Closser  
Edinburg, TX. 78539

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
ROSE E OVALLE