

**REQUIREMENTS AGREEMENT**  
**C-08-340-12-02**

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 1, 2009** by and between **L & R Precast Concrete Works, Inc.,** a Corporation ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Pre-Cast Safety End Treatment,**" 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 "**Pre-Cast Safety End Treatment**" in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **January 1, 2009 to December 31, 2009** with the option to renew for an additional one (1) year 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: L & R Precast Concrete Works, Inc.  
3807 N. Bentsen Palm Dr,  
Mission, Texas 78579

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 therefore 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.

HIDALGO COUNTY

By: [Signature]  
Juan D. Salinas, III, County Judge

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

ATTEST:

[Signature]  
Arturo Guajardo, Jr., County Clerk

Date: 12/11/08

Company: L&R PreCast Concrete Works, Inc.

By: [Signature]

Printed Name: Lisa Carlos

Title: Vice-President

Date: 12/11/08

APPROVED BY COMMISSIONERS COURT ON: December 02, 2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: [Signature]  
Stephen L. Crain

Date: 12-05-08

# **EXHIBIT “A” SPECIFICATIONS**

## EXHIBIT A

### HIDALGO COUNTY "Pre-Cast Safety End Treatments" Bid No. 2008-340-10-22-MEG

#### TERMS AND CONDITIONS/SPECIFICATIONS:

1. Bidder(s) shall supply, where needed (on an "As Needed" Basis) in Hidalgo County, or Job Site, Hidalgo County "Precast Safety End Treatments".
2. Bid prices shall remain firm for a period of one (1) year with County's option to extend the contract for an additional year under the same rates terms and conditions. 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.
3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item bid basis, whichever is in the best interest of the County.
4. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
5. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performances of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
6. 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.

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"Pre-Cast Safety End Treatments"**  
**Bid No. 2008-340-10-22-MEG**

**I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR**

SIZE	PIPE	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

**II. Pre-Cast Safety END TREATMENT – TYPE II-CROSS DRAINAGE  
PSET-SC AND PSET-RC**

SIZE	PSET	SIZE	PSET	PIPE RUNNERS
18"	6-1	18"	6-1	6-1
18"	4-1	18"	4-1	4-1
24"	6-1	24"	6-1	6-1
24"	4-1	24"	4-1	4-1
30"	6-1	30"	6-1	6-1
30"	4-1	30"	4-1	4-1

**III. PRECAST SAFETY END TREATMENT – TYPE II PARALLEL DRAINAGE -PSET-RP**

<b>PIPE RUNNERS</b>			
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

**A. 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). **Time frame 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.
  - 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.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78539.

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile no later than, **October 15, 2008 at 5:00 p.m.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 p.m., October 17, 2008**

**EXHIBIT “B”  
VENDOR’S BID PRICE &  
TABULATION GRID**

**HIDALGO COUNTY**  
**"Pre-Cast Safety End Treatment"**  
**BID NO. 2008-340-10-22-MEG**  
**TABULATION PAGE**

**I. Precast Safety End Treatment- TYPE II RIPRAP-PSET-RR**

<b>L &amp; R PRECAST CONCRETE</b>				<b>RIO VALLEY PIPE</b>				<b>HANSON PIPE &amp; PRECAST</b>			
Size	Slope	Unit Price	Pipe Runner	Size	Slope	Unit Price	Pipe Runner	Size	Slope	Unit Price	Pipe Runner
18"	6-1	650.00	625.00	18"	6-1	715.00	687.50	18"	6-1	425.00	No bid
18"	4-1	600.00	600.00	18"	4-1	660.00	660.00	18"	4-1		No bid
24"	6-1	875.00	845.00	24"	6-1	988.75	929.50	24"	6-1		No bid
24"	4-1	850.00	800.00	24"	4-1	960.50	880.00	24"	4-1		No bid
30"	6-1	1450.00	1,100.00	30"	6-1	1667.50	1595.00	30"	6-1		No bid
30"	4-1	1300.00	1,000.00	30"	4-1	1495.00	1100.00	30"	4-1		No bid

**ADDITIONAL FEES:**      **NONE**      **NONE**      **100.00 for less than truck load**

**II. Precast Safety End Treatment- TYPE II CROSS DRAINAGE PSET-SC**

<b>L &amp; R PRECAST CONCRETE</b>				<b>RIO VALLEY PIPE</b>				<b>HANSON PIPE &amp; PRECAST</b>			
Size Pset-SC	Slope	Unit Price	Pipe Runner	Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner
18"	6-1	650.00	625.00	18"	6-1	715.00	685.50	18"	6-1		No bid
18"	4-1	600.00	600.00	18"	4-1	660.00	660.00	18"	4-1		No bid
24"	6-1	875.00	845.00	24"	6-1	988.75	929.50	24"	6-1		No bid
24"	4-1	850.00	800.00	24"	4-1	960.50	880.00	24"	4-1		No bid
30"	6-1	1,450.00	1100.00	30"	6-1	1667.50	1595.00	30"	6-1		No bid
30"	4-1	1,300.00	1000.00	30"	4-1	1495.00	1100.00	30"	4-1		No bid

**II. Precast Safety End Treatment- TYPE II CROSS DRAINAGE PSET-RC**

<b>L &amp; R PRECAST CONCRETE</b>			<b>RIO VALLEY PIPE</b>			<b>HANSON PIPE &amp; PRECAST</b>		
Size Pset-RC	Slope	Unit Price	Size Pset-RC	Slope	Unit Price	Size Pset-RC	Slope	Unit Price
18"	6-1	650.00	18"	6-1	715.00	18"	6-1	No bid
18"	4-1	600.00	18"	4-1	660.00	18"	4-1	No bid
24"	6-1	875.00	24"	6-1	988.75	24"	6-1	No bid
24"	4-1	850.00	24"	4-1	960.50	24"	4-1	No bid
30"	6-1	1,450.00	30"	6-1	1667.50	30"	6-1	No bid
30"	4-1	1,300.00	30"	4-1	1495.00	30"	4-1	No bid

**ADDITIONAL FEES:**      **NONE**      **NONE**      **NONE**

**III. Precast Safety End Treatment- TYPE II PARALLEL DRAINAGE PSET-RP**

<b>L &amp; R PRECAST CONCRETE</b>				<b>RIO VALLEY PIPE</b>				<b>HANSON PIPE &amp; PRECAST</b>			
Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner
18"	6-1	650.00	625.00	18"	6-1	715.00	685.00	18"	6-1		No bid
18"	4-1	600.00	600.00	18"	4-1	660.00	660.00	18"	4-1		No bid
24"	6-1	875.00	845.00	24"	6-1	988.75	929.50	24"	6-1		No bid
24"	4-1	850.00	800.00	24"	4-1	960.50	880.00	24"	4-1		No bid
30"	6-1	1450.00	1100.00	30"	6-1	1667.50	1595.00	30"	6-1		No bid
30"	4-1	1300.00	1000.00	30"	4-1	1495.00	1100.00	30"	4-1		No bid

**ADDITIONAL FEES:**      **NONE**      **NONE**      **NONE**

Bid  
For  
**HIDALGO COUNTY**  
**Pre-Cast Safety End Treatments**  
**Bid No: 2008-340-10-22-MEG**  
**October 22, 2008**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 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: L & R PRECAST CONCRETE WORKS, INC.

Address: 3807 N. BENTSEN PALM DR, MISSION, TX 78574

By: Lisa Carlos

Printed Name: LISA CARLOS

Title: VICE PRESIDENT

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"Pre-Cast Safety End Treatments"**  
**Bid No. 2008-340-10-22-MEG**

**BID PAGE**

**I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR**

SIZE	SLOPE	UNIT PRICE
18"	6-1	\$ 650
18"	4-1	\$ 600
24"	6-1	\$ 875
24"	4-1	\$ 850
30"	6-1	\$ 1,450
30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ NONE

**HIDALGO COUNTY**  
**"Pre- Cast Safety End Treatments"**  
**Bid No. 2008-340-10-22-MEG**

**BID PAGE**

**II. Pre-Cast Safety END TREATMENT - TYPE II- CROSS DRAINAGE  
PSET-SC AND PSET-RC**

SIZE PSET-SC	SLOPE	UNIT PRICE	SIZE PSET-RC	SLOPE	UNIT PRICE
18"	6-1	\$ 650	18"	6-1	\$ 650
18"	4-1	\$ 600	18"	4-1	\$ 600
24"	6-1	\$ 875	24"	6-1	\$ 875
24"	4-1	\$ 850	24"	4-1	\$ 850
30"	6-1	\$ 1,450	30"	6-1	\$ 1,450
30"	4-1	\$ 1,300	30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

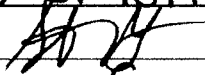
ADDITIONAL FEES: (IF ANY) \$           NONE

**HIDALGO COUNTY**  
**"Pre-Cast Safety End Treatments"**  
**Bid No. 2008-340-10-22-MEG**  
**BID PAGE**

**III. PRECAST SAFETY END TREATMENT - TYPE II PARALLEL DRAINAGE**  
**-PSET-RP**

SIZE	SLOPE	UNIT PRICE	SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 650	18"	6-1	\$ 625
18"	4-1	\$ 600	18"	4-1	\$ 600
24"	6-1	\$ 875	24"	6-1	\$ 845
24"	4-1	\$ 850	24"	4-1	\$ 800
30"	6-1	\$ 1,450	30"	6-1	\$ 1,100
30"	4-1	\$ 1,300	30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ None

BIDDER'S NAME:	L & R PRECAST CONCRETE WORKS, INC.
ADDRESS:	3809 N. BENTSEN PALM DRIVE
CITY/STATE/ZIP CODE:	MISSION, TX. 78572
PHONE NUMBER:	(956) 583-6293 OFFICE / (956) 789-7789 CELL
FAX NUMBER:	(956) 424-1099
AUTHORIZED SIGNATURE:	
PRINTED NAME:	STEVE GARZA
TITLE:	SALES MANAGER
DATE:	10-20-08

# **EXHIBIT “C” INSURANCE REQUIREMENTS**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/23/2009

PRODUCER (956)565-2481 FAX (956)565-2733  
McAfee Insurance Agency  
P. O. Box 625  
321 Second Street  
Mercedes, TX 78570

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.

INSURED L&R Precast Concrete Works, Inc.  
3807 N Bentsen Palm Drive  
Mission, TX 78574  
  
956.424.1099

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American States Insurance Co	
INSURER B:	Employers'	
INSURER C:		
INSURER D:		
INSURER E:		

### COVERAGES

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

NSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	04CC171166-8	03/06/2009	03/06/2010	EACH OCCURRENCE	\$ 500,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 500,000
					GENERAL AGGREGATE	\$ 500,000
					PRODUCTS - COMP/OP AGG	\$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	04BA5015701	03/06/2009	03/06/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					AUTO ONLY - EA ACCIDENT	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$	
					AGG \$	
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$	
					AGGREGATE \$	
					\$	
					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WCV 4141693	12/09/2008	12/09/2009	WC STATUTORY LIMITS	OTH-ER
	E.L. EACH ACCIDENT				\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

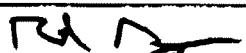
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

Hidalgo County  
2802 S. Business 281  
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  
Richard Garza/DAG 

**Additional Coverages and Factors**

03/09/2009

**Line of Business Coverages for Business Auto**

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
Combined single limit	500,000				
PIP-Basic	5,000				
Uninsured motorist combined single limit	100,000	250			
Underinsured motorist combined single limit	100,000				
Comprehensive Collision		500 500			

**Line of Business Coverages for General Liability**

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
General Aggregate	500,000				
Products/Completed Ops Aggregate	500,000				
Personal & Advertising Injury	500,000				
Each Occurrence	500,000				
Medical Expense	10,000				
Fire Damage	500,000				

**Line of Business Coverages for Workers Compensation**

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
Increased employer's liability					
Premium discount Expense constant				140.00	
WC & Employer's liability	1,000,000/1,000,000/ 1,000,000				
Adjst. to reconcile-exp mod. premium					2.02000

### **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**

This Certificate of Insurance 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.