

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

WHEREAS, Company responded to request for bids for "**New & Used Guard Rail Beam Materials & Installation**"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B ("Vendor's Bid")" respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "A" for "**New & Used Guard Rail Beam Materials & Installation**"

This Contract does not extend to any third parties any duties or benefits conferred in any

manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official, Department Head or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 11, 2009** and ending **March 10, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and

that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company **Guerra Construction**
 Attn. Mr. Ricardo Guerra
 6700 N. Mile 3 ½ W
 Weslaco, Texas 78596

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

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

ATTEST:

[Signature]
Arturo Guajardo, Jr. County Clerk

COMPANY: Guerra Construcción

By: [Signature]

Printed Name: Ricardo Guerra

Title: Owner

APPROVED AS TO FORM:

By: [Signature]
Antonio Mendoza, Assistant District Attorney

Approved by Commissioners Court: 3/3/09

EXHIBIT "B"
BID PAGE

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

(Including all funding sources, programs, and entities)

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

BID PAGE

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

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

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

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

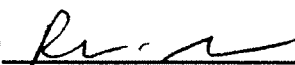
BIDDER/COMPANY NAME: Guerra Construction Co.

ADDRESS: 6700 N mile 3 1/2 W

CITY/STATE/ZIP CODE: WesLaco TX 78596

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

CELLULAR NO: (956) 607-7487

AUTHORIZED SIGNATURE: 

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

EXHIBIT "C"
INSURANCE DOCUMENTATION

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2009

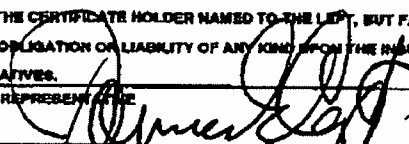
PRODUCER (956)787-4989 JAMES E. CAPT JAMES E. CAPT & ASSOCIATES P. O. BOX 128 San Juan, TX 78589-0126		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
RICARDO GUERRA DBA GUERRA CONSTRUCTION CO 2909 IRIS MCALLEN, TX 78501		INSURER A: HALLMARK SPECIALTY INSURANCE CO	
		INSURER B: SOUTHERN COUNTY MUTUAL INS	
		INSURER C: TEXAS MUTUAL INSURANCE	
		INSURER D:	
		INSURER E:	

COVERAGES

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

FORM (ACORD) LTR (INSUR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TX6303870	01/05/2009	01/05/2010	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> 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 \$ NOT APPLICABLE
B	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	STC564310-04	05/14/2009	05/14/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.	SBP-0001129486	04/03/2009	04/03/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	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 ENDORSEMENT / SPECIAL PROVISIONS
 COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES

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

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

- 9. **Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County - "Auctioneer Services" - (RFB 09-058-02-11-YSI).**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval with Abrego.

- 10. **Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

- 11. **In an effort to streamline the agenda, presentation of options for discussion, consideration and action on the need to place individual requisitions for purchase on weekly agendas (consent or regular) of the following:**

A. Acquisition of items from previously approved authorizations to purchase from contracts through the County's membership/participation from State, Cooperative Programs, Associations, etc.; or, in the alternative,

NO ACTION taken on this item.

B. Limits by amount of purchase:

a) No limit on amount of purchase (as long a previously approved general authority to purchase from supporting documentation is provided as attached hereto); or,

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

b) Other combinations/thresholds

NO ACTION taken on this item.

C. No placement of requests for payment of invoices (consent or regular from contracts unless specified in contract or funding source is CIP or CO proceeds (as previously recommended by bond counsel);

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

D. Other items

NO ACTION taken on item D.

AI-14160**22.A.10.****New & Used Guard Rail Beam Materials & Installation
CC REGULAR****Date:** 03/03/2009**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County**Information****CAPTION**

Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".

BACKGROUND

1. Contract document has been sent to legal counsel for review and approval as to form.
2. Current Contract expires: March 11, 2009.

Fiscal Impact**FISCAL YEAR:** 2009**ACCT. #:** 9-1201-431-00-121-005-0-433**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available Balance as of 2-26-09 \$4,000.00.

FISCAL YEAR: 2009**ACCT. #:** 9-1202-431-00-122-006-0-673**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available Balance as of 2-26-09 \$111,975.03.

FISCAL YEAR: 2009**ACCT. #:** 9-1203-431-00-123-005-0-739**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available Balance as of 2-26-09 \$23,850.62.

FISCAL YEAR: 2009**ACCT. #:** 9-1204-431-00-124-007-0-679**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available Balance as of 2-26-09 \$30,477.66.

Attachments

Link: [Participation Log - Tabulation Sheet](#)

Link: [CONTRACT DOCUMENTATION](#)

Link: [DEPT.-APPROVAL MEMO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 04:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/27/2009 07:45 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 02/20/2009 09:55 AM	
Final Approval Date: 02/27/2009				
