



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

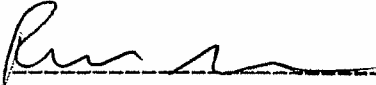
February 11, 2010

Guerra Construction  
Attn: Richard Guerra  
6700 N. Mile 3½ W.  
Weslaco, Texas 78596

Re: C-09-009-03-03-New And Used Guardrail Beam Materials  
And Installation

Dear Mr. Guerra:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 23, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 a.m., Tuesday, February 16, 2010, via facsimile to (956) 956-318-2629 or email to: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us) so as to meet the agenda request form deadlines.

By: 

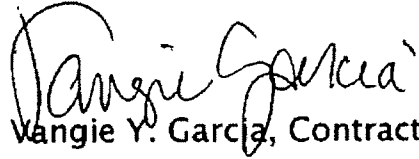
Date: 2-12-10

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

A handwritten signature in black ink that reads "Vangie Y. Garcia". The signature is written in a cursive style with a large initial "V".

Vangie Y. Garcia, Contract's Manager  
Hidalgo County Purchasing Department

cc:

department  
auditors

## Evangelina Garcia

---

**From:** Nora Quintanilla [n\_quintanilla@yahoo.com]  
**Sent:** Friday, February 12, 2010 10:33 AM  
**To:** Evangelina Garcia  
**Subject:** Re: Renewal/Extension Acknowledgment Notice  
**Attachments:** SCAN0176\_000.pdf

Attached is the letter signed by Mr. Guerra. Thank-You and have a nice day!!

---

**From:** Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>  
**To:** Nora Quintanilla <n\_quintanilla@yahoo.com>  
**Sent:** Thu, February 11, 2010 5:22:24 PM  
**Subject:** Renewal/Extension Acknowledgment Notice

Nora,

Please let Mr. Guerra to review the attached letter in connection to the current contract in place with Hidalgo County for the New And Used Guardrail Beam Materials And Installation for further details in request to Hidalgo County utilizing its' option to renew/extend the current contract in place at the same rates, terms and conditions as stipulated in the RFB/Contract. Please make sure that Mr. Guerra upon reviewing the notice, to sign and email back in order to place as part of the Agenda Item backup.

Should there be any questions, please call me. Thank you.

*Vangie Y. Garcia, Contract's Manager  
2802 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 292-7000-Extension 4856  
email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)*

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

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

THIS CONTRACT is made and entered into this **12<sup>th</sup>** 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 1/2 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 "A"**  
SPECIFICATIONS/REQUIRMENTS  
HIDALGO COUNTY  
"New & Used Guard Rail Beam  
Materials & Installation"

RFB: 2009-009-02-18-YZV

2009-009-

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"**  
(Including all funding sources, Programs and Entities)  
**BID NO.: 2009-009-02-18-YZV**  
**SPECIFICATIONS**

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.
2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.
5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
6. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.
8. Prospective bidders shall make a careful examination of the project sites.
9. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.
10. The Contractor shall at all times provide access to existing homes.
11. No open trenches or excavation shall be left open overnight.
12. The contractor will provide all labor and materials for the subgrade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat

and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

13. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year terms.
14. The contract 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.
15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions.
16. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors which ever is more valuable to the County.
17. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.
18. Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

**19. Market Volatility and Unit Price Adjustment:**

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 to 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 is 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 then (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.

20. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

#### **ADDITIONAL INFORMATION:**

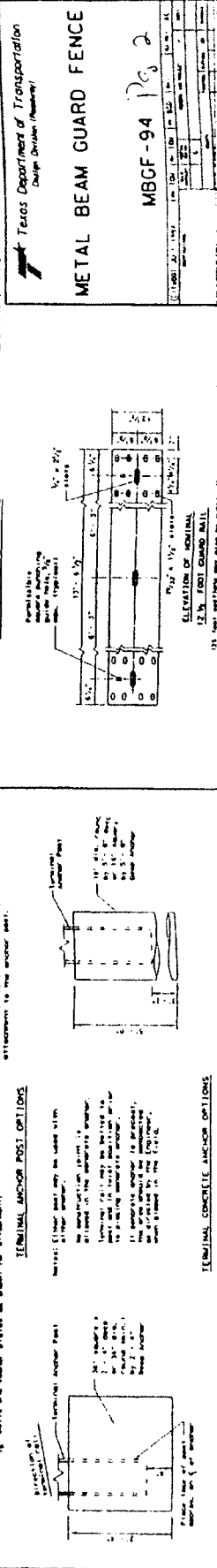
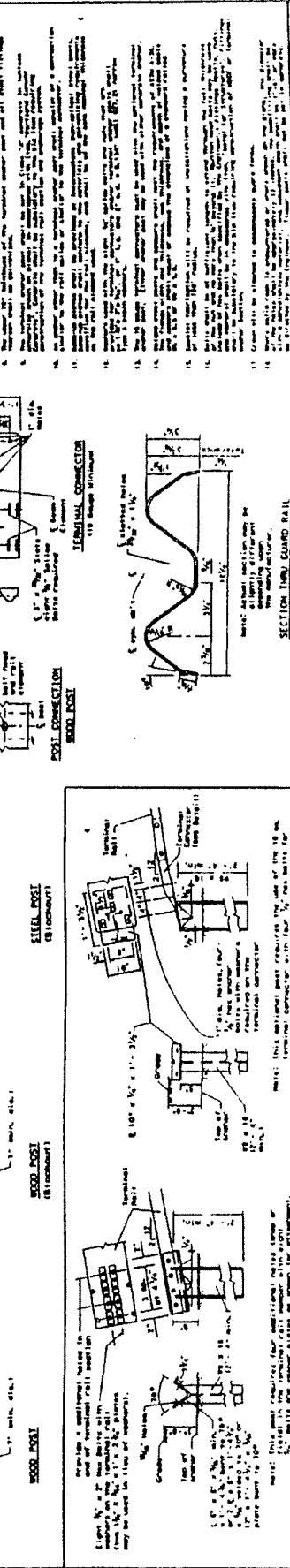
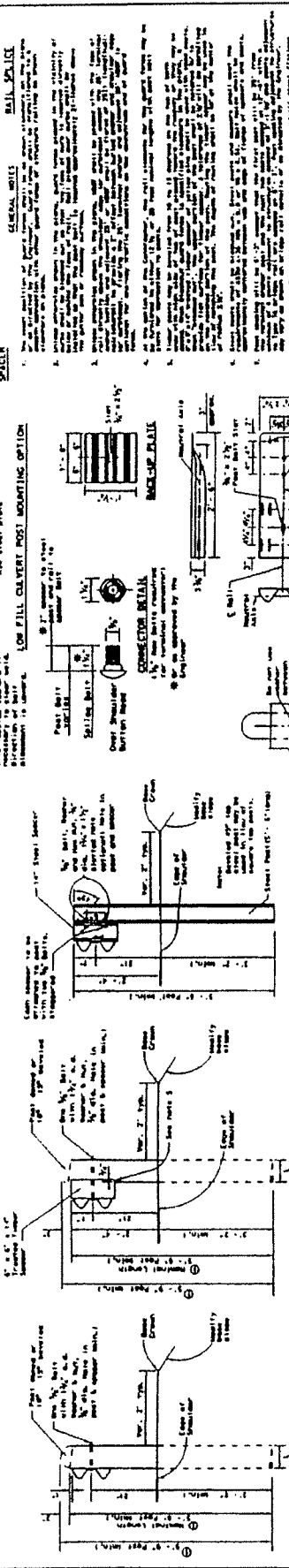
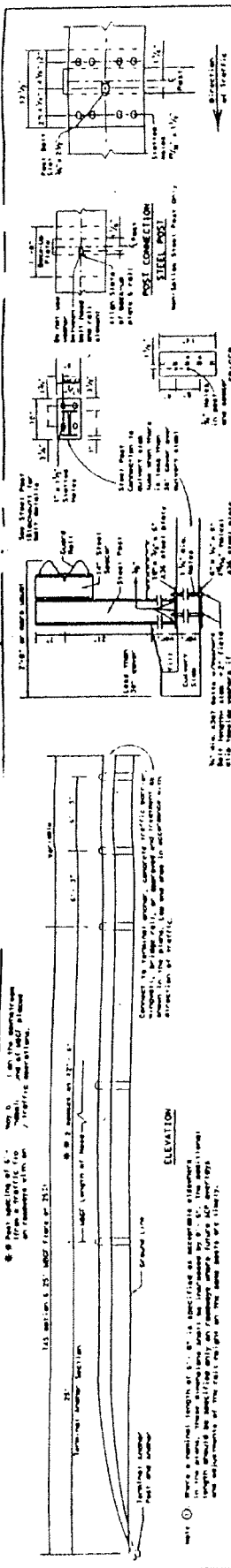
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, February 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.**

## **TX. DOT SPECIFICATIONS**



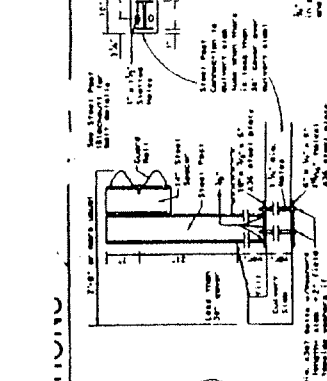
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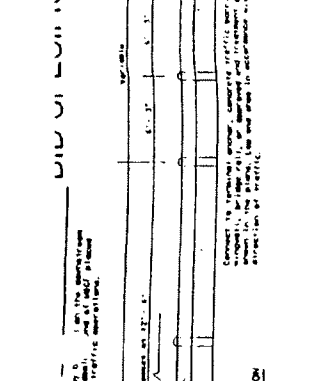
**GENERAL NOTES**

1. The minimum height of the guard rail shall be 42 inches above the finished ground surface.
2. The maximum height of the guard rail shall be 48 inches above the finished ground surface.
3. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.01.
4. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.02.
5. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.03.
6. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.04.
7. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.05.
8. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.06.
9. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.07.
10. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.08.
11. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.09.
12. The guard rail shall be installed in accordance with the Texas Department of Transportation Specifications for Highway Construction, Section 201-1.10.

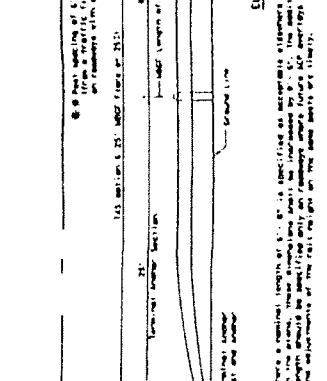
**POST CONNECTION**



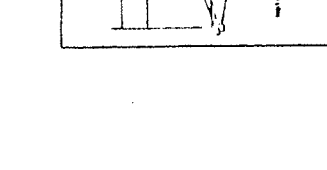
**STEEL POST (ELEVATION)**



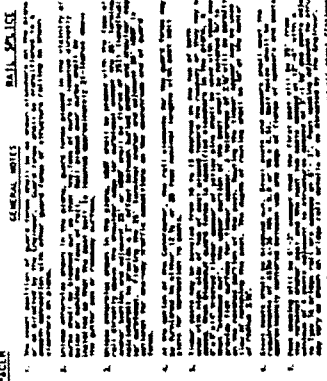
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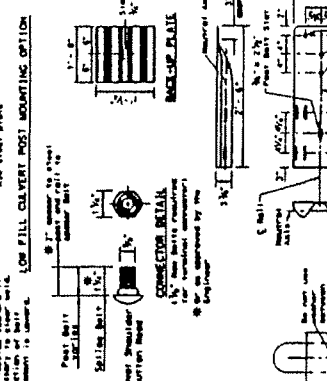
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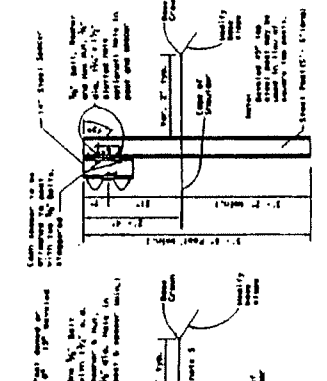
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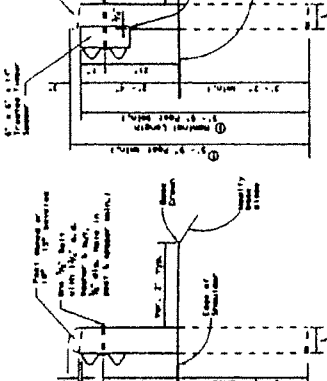
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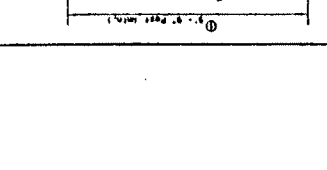
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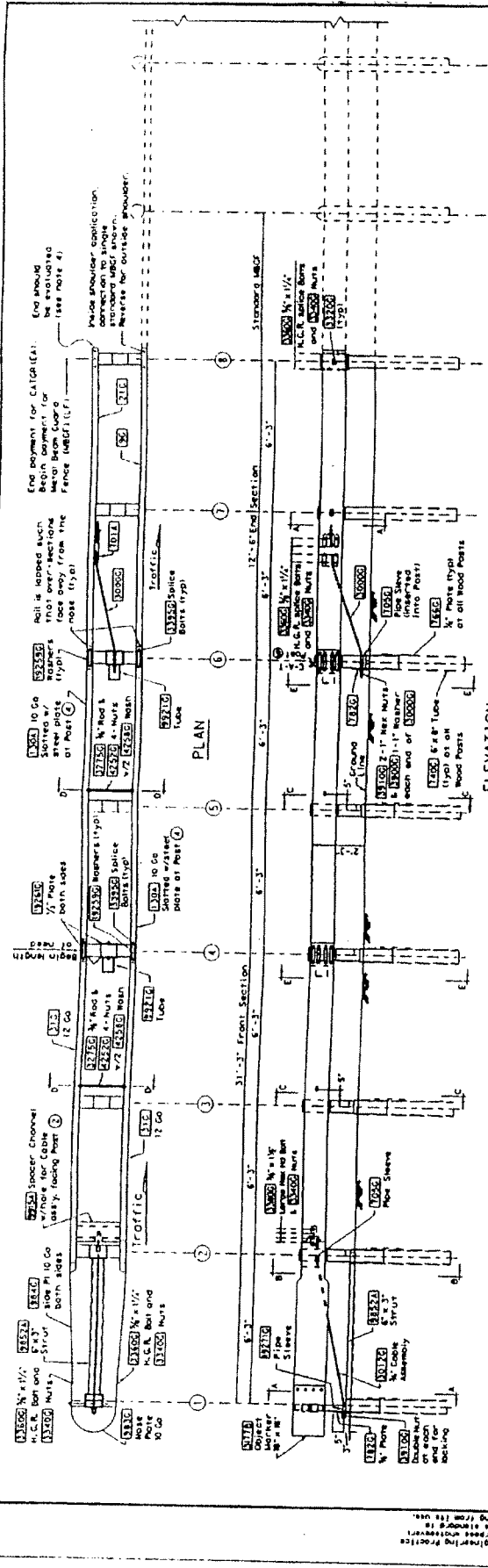
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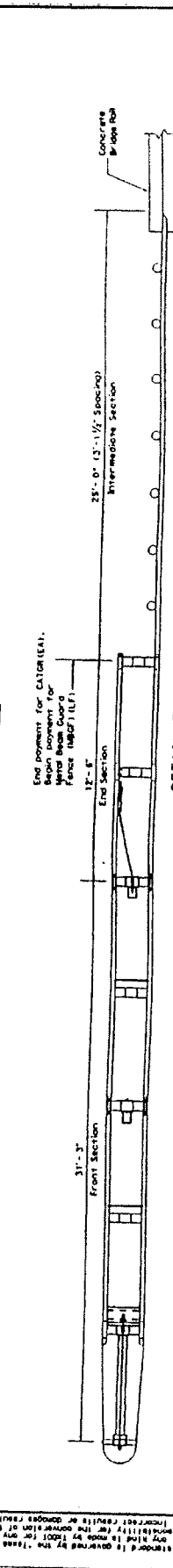
**TERMINAL ANCHOR POST OPTIONS**



# BID SPECIFICATIONS

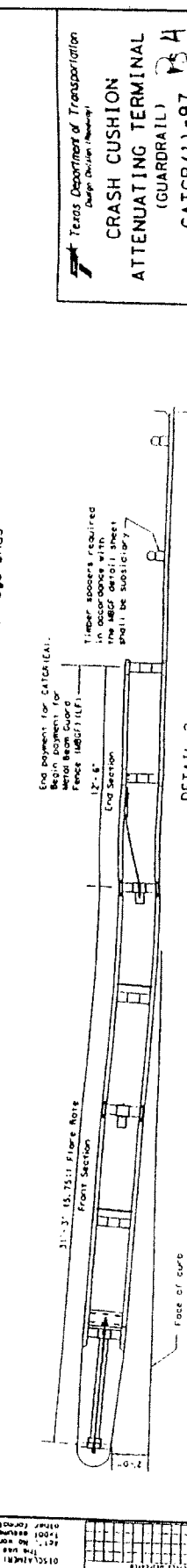


## ELEVATION



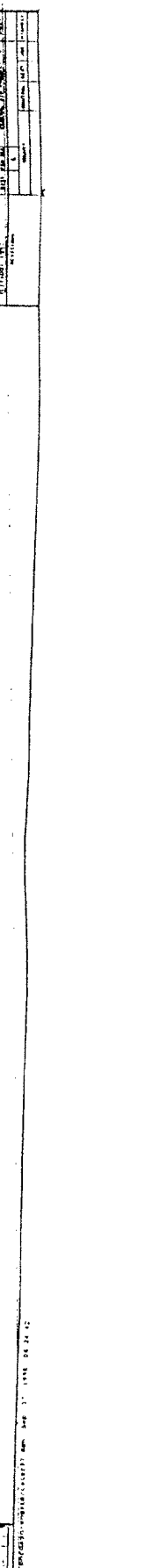
## DETAIL 3

Usual minimum placement to protect bridge ends



## DETAIL 2

Placement of curbed locations



Texas Department of Transportation  
Design Division (Houston)

### CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

CATGR(1)-97 **PSA**

Sheet 1 of 2

DATE	DESCRIPTION	BY	CHKD
11/10/97	ISSUED FOR BIDDING	J. L. BROWN	J. L. BROWN
11/10/97	ISSUED FOR BIDDING	J. L. BROWN	J. L. BROWN

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. The responsibility of any third party for the use of this standard is not the responsibility of the Texas Department of Transportation. The use of this standard is not intended to constitute an endorsement or approval of the product or the manufacturer thereof by the Texas Department of Transportation. The use of this standard is not intended to constitute an endorsement or approval of the product or the manufacturer thereof by the Texas Department of Transportation.













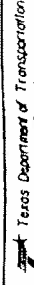
# BID SPECIFICATIONS

CATCB FRONT SECTION (POSTS 1 THRU 6)	
Code	DESCRIPTION
3102C	1/2" x 1/2" x 1/2" GALV. COI
3102D	1/2" x 1/2" x 1/2" GALV. COI
3102E	1/2" x 1/2" x 1/2" GALV. COI
3102F	1/2" x 1/2" x 1/2" GALV. COI
3102G	1/2" x 1/2" x 1/2" GALV. COI
3102H	1/2" x 1/2" x 1/2" GALV. COI
3102I	1/2" x 1/2" x 1/2" GALV. COI
3102J	1/2" x 1/2" x 1/2" GALV. COI
3102K	1/2" x 1/2" x 1/2" GALV. COI
3102L	1/2" x 1/2" x 1/2" GALV. COI
3102M	1/2" x 1/2" x 1/2" GALV. COI
3102N	1/2" x 1/2" x 1/2" GALV. COI
3102O	1/2" x 1/2" x 1/2" GALV. COI
3102P	1/2" x 1/2" x 1/2" GALV. COI
3102Q	1/2" x 1/2" x 1/2" GALV. COI
3102R	1/2" x 1/2" x 1/2" GALV. COI
3102S	1/2" x 1/2" x 1/2" GALV. COI
3102T	1/2" x 1/2" x 1/2" GALV. COI
3102U	1/2" x 1/2" x 1/2" GALV. COI
3102V	1/2" x 1/2" x 1/2" GALV. COI
3102W	1/2" x 1/2" x 1/2" GALV. COI
3102X	1/2" x 1/2" x 1/2" GALV. COI
3102Y	1/2" x 1/2" x 1/2" GALV. COI
3102Z	1/2" x 1/2" x 1/2" GALV. COI

CATCB GUARDRAIL TERMINAL END SECTION (POSTS 7 & 8)	
Code	DESCRIPTION
3103A	1/2" x 1/2" x 1/2" GALV. COI
3103B	1/2" x 1/2" x 1/2" GALV. COI
3103C	1/2" x 1/2" x 1/2" GALV. COI
3103D	1/2" x 1/2" x 1/2" GALV. COI
3103E	1/2" x 1/2" x 1/2" GALV. COI
3103F	1/2" x 1/2" x 1/2" GALV. COI
3103G	1/2" x 1/2" x 1/2" GALV. COI
3103H	1/2" x 1/2" x 1/2" GALV. COI
3103I	1/2" x 1/2" x 1/2" GALV. COI
3103J	1/2" x 1/2" x 1/2" GALV. COI
3103K	1/2" x 1/2" x 1/2" GALV. COI
3103L	1/2" x 1/2" x 1/2" GALV. COI
3103M	1/2" x 1/2" x 1/2" GALV. COI
3103N	1/2" x 1/2" x 1/2" GALV. COI
3103O	1/2" x 1/2" x 1/2" GALV. COI
3103P	1/2" x 1/2" x 1/2" GALV. COI
3103Q	1/2" x 1/2" x 1/2" GALV. COI
3103R	1/2" x 1/2" x 1/2" GALV. COI
3103S	1/2" x 1/2" x 1/2" GALV. COI
3103T	1/2" x 1/2" x 1/2" GALV. COI
3103U	1/2" x 1/2" x 1/2" GALV. COI
3103V	1/2" x 1/2" x 1/2" GALV. COI
3103W	1/2" x 1/2" x 1/2" GALV. COI
3103X	1/2" x 1/2" x 1/2" GALV. COI
3103Y	1/2" x 1/2" x 1/2" GALV. COI
3103Z	1/2" x 1/2" x 1/2" GALV. COI

CATCB TRANSITION SECTION (POSTS 9 THRU END SHOULDER)	
Code	DESCRIPTION
3104A	1/2" x 1/2" x 1/2" GALV. COI
3104B	1/2" x 1/2" x 1/2" GALV. COI
3104C	1/2" x 1/2" x 1/2" GALV. COI
3104D	1/2" x 1/2" x 1/2" GALV. COI
3104E	1/2" x 1/2" x 1/2" GALV. COI
3104F	1/2" x 1/2" x 1/2" GALV. COI
3104G	1/2" x 1/2" x 1/2" GALV. COI
3104H	1/2" x 1/2" x 1/2" GALV. COI
3104I	1/2" x 1/2" x 1/2" GALV. COI
3104J	1/2" x 1/2" x 1/2" GALV. COI
3104K	1/2" x 1/2" x 1/2" GALV. COI
3104L	1/2" x 1/2" x 1/2" GALV. COI
3104M	1/2" x 1/2" x 1/2" GALV. COI
3104N	1/2" x 1/2" x 1/2" GALV. COI
3104O	1/2" x 1/2" x 1/2" GALV. COI
3104P	1/2" x 1/2" x 1/2" GALV. COI
3104Q	1/2" x 1/2" x 1/2" GALV. COI
3104R	1/2" x 1/2" x 1/2" GALV. COI
3104S	1/2" x 1/2" x 1/2" GALV. COI
3104T	1/2" x 1/2" x 1/2" GALV. COI
3104U	1/2" x 1/2" x 1/2" GALV. COI
3104V	1/2" x 1/2" x 1/2" GALV. COI
3104W	1/2" x 1/2" x 1/2" GALV. COI
3104X	1/2" x 1/2" x 1/2" GALV. COI
3104Y	1/2" x 1/2" x 1/2" GALV. COI
3104Z	1/2" x 1/2" x 1/2" GALV. COI

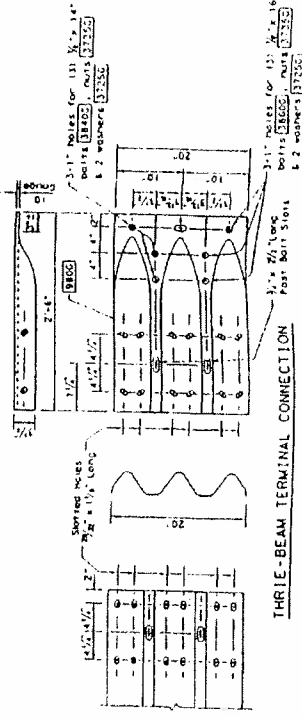
- GENERAL NOTES**
- Crown will be provided to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The ground line of basis should be an extension of the roadway surface crown.
  - All bolts, nuts, washers, cable assemblies, cable anchors, cast tubes, pulley plates, and soil plates shall be galvanized.
  - The exposed end segment of an "End Section" should be evaluated as a potential impact hazard. The location of the end of MECP for the opposing direction of traffic.
  - For placement of curb sections, the height from gutter pan to post bolt will be 21", and the front section shall be tapered (see Detail 2).
  - The wood brackets shall be "one nailed" to the rectangular wood posts to prevent them from turning when the wind air flow.
  - Either 4" x 8" or 5 1/2" x 7 1/2" wood blocks may be used as posts 1 thru 8 as supplied by the manufacturer.
  - Object markers shall be installed on the front of the terminal as detailed on the drawings.


**Texas Department of Transportation**  
 (a Texas State Agency)

**CRASH CUSHION**  
**ATTENUATING TERMINAL**  
 (CONCRETE BARRIER)

**CATCB(2)-97**

Sheet 2 of 2



All work shall be in accordance with the latest edition of the Texas Engineering Practice Act. The use of this standard is governed by the Texas Engineering Practice Act. No warranty or responsibility is assumed by the State of Texas for any errors or omissions in this standard.

**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

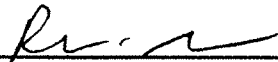
**BIDDER/COMPANY NAME:** Guerra Construction Co.

**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

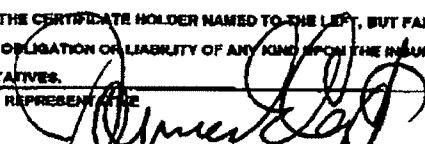
PRODUCER (956)787-4989 JAMES E. CAPT JAMES E. CAPT & ASSOCIATES P. O. BOX 128 San Juan, TX 78589-0128		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		NAIC #	
INSURED RICARDO GUERRA DBA GUERRA CONSTRUCTION CO 2909 IRIS MCALLEN, TX 78501		INSURER A: HALLMARK SPECIALTY INSURANCE CO INSURER B: SOUTHERN COUNTY MUTUAL IWS 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.

INSURANCE LTR. BRND	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	TX6303870	01/05/2009	01/05/2010	EACH OCCURRENCE \$ 1,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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	STC584310-04	05/14/2009	05/14/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
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 STATU-TORY LIMITS <input type="checkbox"/> 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  
 COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES

<b>CERTIFICATE HOLDER</b> HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S. HIGHWAY BUSINESS 281 EDINBURG TX 78539 FAX # 318-2577	<b>CANCELLATION</b> 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 LPT, 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**

<b><u>FISCAL YEAR:</u></b> 2009	<b><u>ACCT. #:</u></b> 9-1201-431-00-121-005-0-433
<b><u>FUNDS AVAILABLE Y/N?:</u></b> Y	<b><u>MATCHING FUNDS Y/N?:</u></b>
<b><u>BUDGETARY IMPACT:</u></b> Available Balance as of 2-26-09 \$4,000.00.	

<b><u>FISCAL YEAR:</u></b> 2009	<b><u>ACCT. #:</u></b> 9-1202-431-00-122-006-0-673
<b><u>FUNDS AVAILABLE Y/N?:</u></b> Y	<b><u>MATCHING FUNDS Y/N?:</u></b>
<b><u>BUDGETARY IMPACT:</u></b> Available Balance as of 2-26-09 \$111,975.03.	

<b><u>FISCAL YEAR:</u></b> 2009	<b><u>ACCT. #:</u></b> 9-1203-431-00-123-005-0-739
<b><u>FUNDS AVAILABLE Y/N?:</u></b> Y	<b><u>MATCHING FUNDS Y/N?:</u></b>
<b><u>BUDGETARY IMPACT:</u></b> Available Balance as of 2-26-09 \$23,850.62.	

<b><u>FISCAL YEAR:</u></b> 2009	<b><u>ACCT. #:</u></b> 9-1204-431-00-124-007-0-679
<b><u>FUNDS AVAILABLE Y/N?:</u></b> Y	<b><u>MATCHING FUNDS Y/N?:</u></b>
<b><u>BUDGETARY IMPACT:</u></b> Available Balance as of 2-26-09 \$30,477.66.	

**Attachments**

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

Link: [CONTRACT DOCUMENTATION](#)

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

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
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

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