



PURCHASING DEPARTMENT  
County Of Hidalgo

February 9, 2010

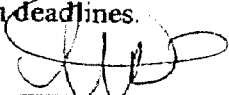
Envirotech Carriers, Inc.  
Milo Diaz, Owner  
PO Box 271428  
Corpus Christi, Texas 78427

Via Facsimile (361)299-7778  
Via Email: mdiaz@envirotechcarriers.com

Re: C-09-005-03-03-Bio-Hazardous Waste Disposal Services for Hidalgo County

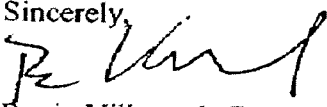
Dear Mr. Diaz:

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 February 16, 2010, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on February 10, 2010, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By:  \_\_\_\_\_

Date: 2/10/2010

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,  
  
Rocio Villarreal, Contracts Manager  
Hidalgo County Purchasing Department

STATE OF TEXAS            :

COUNTY OF HIDALGO       :

**BIOHAZARDOUS WASTE DISPOSAL SERVICES  
C-09-005-03-03**

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective as of the 03 day of March, 2009 between the County of Hidalgo, Texas ("County") and Envirotech Carriers, Inc. a Texas Corporation ("Contractor").

W I T N E S E T H:

**Whereas**, County has requested that prospective bidders submit proposals for the collection and disposal of waste materials generated by Hidalgo County Health Department Clinics and Mobile Clinic, the WIC Department Clinics and Mobile Clinic, the Hidalgo County Adult Detention Facility and the Hidalgo County Juvenile Probation Department in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids for Bio-hazardous Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Specifications"); and

**Whereas**, Contractor has submitted a bid to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

**Whereas**, County has determined that Contractor's Bid constitutes the lowest and best bid for such services pursuant to the RFB; and

**Whereas**, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all Hidalgo County Health Department Clinics and Mobile Clinic, the Hidalgo County WIC Department and Mobile Clinic, the Hidalgo County Sheriff's Department, and the Hidalgo County Juvenile Probation Department on an "on call" basis for a term of one (1) year from and after the effective date hereof. County may, in its sole discretion, elect to extend this Agreement for an additional one (1) year term upon written notice to Contractor not later than thirty (30) days prior to the expiration of the initial term. County reserves the right to continue this bid for an additional sixty (60) day

Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC ' 330.2) in the dedicated medical waste containers provided by Contractor prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers and contents shall be Nineteen and 00/100ths Dollars (\$19.00) per container. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.
3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor is granted all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal regulations regarding the handling and disposition of medical waste materials. Copies of Contractor's permit(s) for operation of medical waste collection and transportation service in Texas, and for operation of a medical waste disposal service at the disposal facility, owned and operated by the City of Center are attached hereto as items 1 and 2 of Exhibit "B".
4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:
  - A. A \$500,000 general liability policy with limits of at least \$100,000/\$300,000 in accordance with the Texas Tort Claims Act;
  - B. Workers compensation insurance as required by applicable law;
  - C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
  - D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
  - E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.
5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County

immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and transport operations or the disposal of waste at the locations described in paragraph 3, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility at the locations described in paragraph 3, above.

6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Contractor=s or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

## 7. **Miscellaneous Provisions**

- 7.01 **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.
- 7.02 **No Waiver.** No waiver by County 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.
- 7.03 **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 County and Contractor, and not otherwise.
- 7.04 **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



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

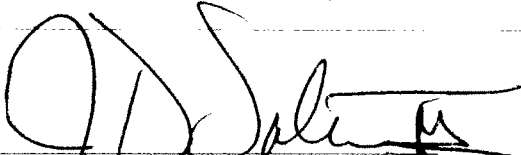
7.11 **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its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

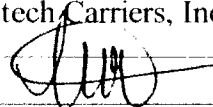
7.12 **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

Company: Envirotech Carriers, Inc.

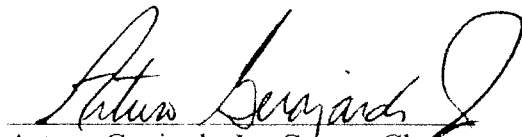
  
\_\_\_\_\_  
Juan D. Salinas III, County Judge

By:  \_\_\_\_\_

Printed Name: UULO DIAZ

ATTEST:

APPROVED AS TO FORM:  
Hidalgo County District  
Attorney Office

  
\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

By:  \_\_\_\_\_  
Antonio Mendoza, Assistant District Attorney

**EXHIBIT "A"**

**SPECIFICATIONS**

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**Exhibit "A"**  
**HIDALGO COUNTY**  
**BIO-HAZARDOUS WASTE DISPOSAL SERVICES**  
**BID NO. 2009-005-00-00-MEG**

**SPECIFICATIONS:**

1. Bidder must identify the landfill site to which solid waste materials are to be delivered. In the event Bidder is not the owner or operator of the landfill site, Bidder shall provide County with copies of documents authorizing Bidder to dispose of bio-hazardous waste materials in such landfill. Bidder shall provide a copy of the current permit for the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous waste products. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous waste collection and disposal business.
2. Bidder will be required to collect all bio-hazardous waste material generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Department and their Mobile Clinics. Bidder should specify the following.
  - A. Size and Description of Containers to be provided by Bidder.
  - B. Cost per item of "Sharp" containers. (County may elect to provide its own "Sharp" containers.)
  - C. Collection Schedule required as follows:
    1. **WIC Departments & Mobile Clinic (See Attachments to Exhibit A)**
    2. **Juvenile Detention- Schedule Flexible**
    3. **Adult Detention Facility (Sheriff Office)- Schedule Flexible**
    4. **Health Dept & Mobile Clinic- Schedule Flexible**
  - D. Charge per collection, including basis for such charge (e.g., container size, volume of materials actually collected, etc.).
  - E. Additional fees such as landfill charges, transportation charges, etc.
3. Pricing based on container size is preferred. (e.g. 4 quarts)
4. Bidder must include price bid for any additional clinics that may open up throughout contract term.

**TERMS & CONDITION:**

5. The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional year, under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.
6. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
7. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
8. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

9. Vendor must submit a complete manifest and tracking documentation generated by treatment facility, and that the procedures and certify that the manifest are in compliance with state and federal regulations to bio-hazardous waste disposal.
10. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
12. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.
13. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

#### **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.
- 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.

**Additional Information:**

14. 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.
15. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
16. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, month day, 2008 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, month day, 2008 by 5:00 P.M.**

**ATTACHEMENT TO EXHIBIT "A"**  
**SCHEDULE**  
**BIO-HAZARDOUS MEDICAL WASTE**  
**BID NO: 2009-005-00-00-MEG**

WIC DEPARTMENT ONLY CLINIC LOCATIONS		How often	Qty of Containers		Clinic	How often	Qty of Containers
<b>1</b>	Edinburg Clinic 3105 E. Schunior Edinburg, Texas	2x mthly	Up to 3	<b>15</b>	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	Every other mthly	
<b>2</b>	La Joya WIC 204 W. 2 nd La Joya, Tx	1x a mth		<b>16</b>	Edinburg WIC II 113 Dawson Edinburg, Tx	1x a mth	
<b>3</b>	Mission WIC 211 S Schuback Mission, Tx	2x mthly		<b>17</b>	Mission WIC II 722 N. Breyfogle Mission, Tx	1x a mth	
<b>4</b>	Las Milpas WIC 7013 S. Cage Pharr, Tx	1x a mth		<b>18</b>	Mercedes WIC 504 S. Texas Mercedes, Tx	1x a mth	
<b>5</b>	McAllen WIC 300 E. Hackberry McAllen, Tx	1x a mth		<b>19</b>	McAllen WIC II 220 S. Bicentennial McAllen, Tx	1x a mth	
<b>6</b>	Progreso WIC 5 Mile S. Bus 83 FM 1015 Progreso, Tx	3x a mthly		<b>20</b>	McAllen WIC II 3001 S. 23 <sup>rd</sup> McAllen, Tx	1x a mth	
<b>7</b>	Pharr WIC 1903 W. Fir Pharr, Tx	1x a mth		<b>21</b>	Pharr WIC II 926 S. Sam Houston Suite 3 McAllen, Tx	Every 3 mths	
<b>8</b>	San Juan WIC 524 X. Nebraska San Juan, Tx	2 mths only		<b>22</b>	San Juan WIC 509 Earling Rd. San Juan, Tx	1x a mth	
<b>9</b>	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	1x a mth		<b>23</b>	San Carlos WIC (San Carlos Comm Center) East Hwy 107 (230 N. 86 <sup>th</sup> St) San Carlos, Tx	Every 2 mths	
<b>10</b>	Alton WIC Between Glasscock & Shary Rd. Alton, Tx	1x a mth		<b>24</b>	Alton WIC II 3519 S. Main Suite B Mission, Tx	1x a mth	
<b>11</b>	Donna WIC 301 S 8 <sup>th</sup> Donna, Tx	1x a mth		<b>25</b>	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	1x a mth	
<b>12</b>	Sullivan WIC W. Hwy 83 Sullivan, Tx	3x mthly		<b>26</b>	Weslaco WIC II 417 S. Oregon Weslaco, TX	1x a mth	
<b>13</b>	Weslaco WIC II 1901 N. Bridge Weslaco, TX	1x a mth		<b>27</b>	Elsa WIC 708 E. Edinburg Elsa, Tx	1x a mth	
<b>14</b>	Rio Grande WIC 604 N. Garza Street Rio Grande City, Tx	1x every other month		<b>28</b>	Roma WIC 1505 N. Grant Roma, Tx	1x a mth	
				<b>29</b>	Alamo WIC Clinic 1429 S. Tower Road Alamo, Tx	1x a mth	

JUVENILE DETENTION LOCATION		How often	Qty of Containers	Clinic		How often	Qty of Containers
1	Judge Mario E. Ramirez Jr Juvenile Justice Center 1001 N. Doolittle Rd Edinburg, Tx	1x mthly					

SHERIFF'S OFFICE LOCATION		How often	Qty of Containers	Clinic		How often	Qty of Containers
1	Infirmiry 701 E. Cibolo Rd. Edinburg, Tx						

HEALTH DEPT & MOBILE CLINIC LOCATIONS		How often	Qty of Containers	Clinic		How often	Qty of Containers
1	Health Pulmonary Clinic 1304 S. 25 <sup>th</sup> Ave, Edinburg, Tx			4	Elsa WIC 708 E. Edinburg Elsa, Tx	1x mthly	
2	Edinburg Clinic 3105 E. Schunior Edinburg, Tx	2x a mthly		5	Pharr WIC 1903 W. Fir Pharr, Tx	1x a mthly	
3	Mission WIC 211 South Schuback Mission, Tx	2x a mthly		6	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	1x a mthly	

# **EXHIBIT "B"**

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## **BID PAGE**

**"Exhibit B"**  
**HIDALGO COUNTY**  
**"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"**  
**BID NO.2009-005-02-23-MEG**

**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.

<b>LANDFILL SITE:</b> (Name Of Company) <u>BIOMEDICAL WASTE SOLUTIONS</u> (Address) <u>P.O. BOX 398, NEDERLAND, TX. 77627</u>			
DESCRIPTION OF CONTAINERS	SIZE (to include but not limited to)	"SHARP" CONTAINERS cost per item	COUNTY OWNED CONTAINERS
		LEAST WILL VARY \$ BASED ON SIZE	\$
CORRUGATED CARDBOARD	16.5" X 14.5" X 20.5	\$	\$
		\$	\$
		\$	\$
CHARGE PER COLLECTION, Including basis for such charge (eg., Container size, volume of materials actually collected, etc.)		PER CONTAINER	PER BOX
\$ CONTAINER SIZE		\$ 19.00	\$ 19.00
\$			
\$			
\$			
COLLECTIONS SCHEDULE REQUIRED:			
1. WIC DEPARTMENT & MOBILE CLINIC			AS REQUIRED
2. JUVENILE DETENTION			" "
3. ADULT DETENTION CENTER (SHERIFF'S OFFICE)			" "
4. HEALTH DEPARTMENT & MOBILE CLINIC			AS REQUIRED
BID PRICE FOR ONE (1) YEAR OF CONTRACT (PLEASE INDICATE)			\$ <u>19.00</u> Per Box, Container, Etc.
BID PRICE FOR ONE (1) RENEWAL OF CONTRACT (PLEASE INDICATE)			\$ <u>19.00</u> Per Box, Container, Etc.
DESCRIPTION OF TRACKING AND MANIFEST DOCUMENTATION PROCEDURES:			
SEE ATTACHED SHEET			

BIDDER/COMPANY NAME: ENVIROTECH CARRIERS, INC.

ADDRESS: P.O. BOX 271428

CITY/STATE/ZIP CODE: CORPUS CHRISTI, TX. 78427

PHONE & FAX NO.'S: (361) 299-7774 (361) 299-7778 FAX

CELL PHONE: (361) 232-1482 OR (361) 510-1028

AUTHORIZED SIGNATURE: 

PRINTED NAME: MILO DIAZ

TITLE: OWNER

EMAIL ADDRESS: MDIAZ@ENVIROTECHCARRIERS.COM

# **EXHIBIT "C"**

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## **CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER** (713)541-7272 FAX: (713)772-5224  
**Insgroup, Inc.**  
 1455 W. Loop South, 9th Floor  
**Houston TX 77027**

**INSURED**  
**Envirotech Carriers, Inc**  
 Po Box 271428  
**Corpus Christi TX 78427**

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 #
INSURER A <b>Steadfast</b>	
INSURER B <b>Zurich North America</b>	16535
INSURER C <b>Texas Mutual Insurance</b>	22945
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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RZT-9673007-00	9/15/2008	9/15/2009	EACH OCCURRENCE \$ 1,000,000								
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC GEN'L AGGREGATE LIMIT APPLIES PER				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> ACV-Comprehensive <input checked="" type="checkbox"/> ACV Collision	BAP 9431649.00  1,000 ded 1,000 ded	9/15/2008	9/15/2009	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000								
		BODILY INJURY (Per person) \$												
		BODILY INJURY (Per accident) \$												
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TFS001140813	9/15/2008	9/15/2009	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH ED</td> </tr> <tr> <td>E.L. EACH ACCIDENT \$</td> <td>500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE \$</td> <td>500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT \$</td> <td>500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTH ED	E.L. EACH ACCIDENT \$	500,000	E.L. DISEASE - EA EMPLOYEE \$	500,000	E.L. DISEASE - POLICY LIMIT \$	500,000
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E.L. DISEASE - POLICY LIMIT \$	500,000													

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

**CERTIFICATE HOLDER**  
**Hidalgo County Purchasing Department**  
 110 East Cano Street  
 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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 Jay Gerstenhaber/GP01 *Jay Gerstenhaber*