



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

February 8, 2011

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

Certified Mail: 7099-3220-0002-9745-6999
email: n_quintanilla@yahoo.com

Re: Sixty-Day Extension for "Hidalgo County-New and Use Guard Rail-Beam
Materials & Installation"-Original Contract #C-09-009-03-03

Dear Mr. Guerra:

Commissioners' Court will take applicable action (Monday, February 14, 2011) in connection with the Hidalgo County's option to exercise the sixty (60) day grace period for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Monday, February 14, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than 11:00 a.m., Wednesday, February 9, 2011, via facsimile to (956) 956-318-2629 or email to evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadline.

By: 

Date: 2-8-11

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), if applicable.

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,



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

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 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 Construc

By: [Signature]

Printed Name: Ricardo Guerra

Title: [Signature]

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
S P E C I F I C A T I O N S

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.**

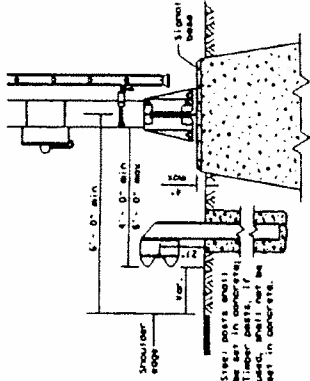
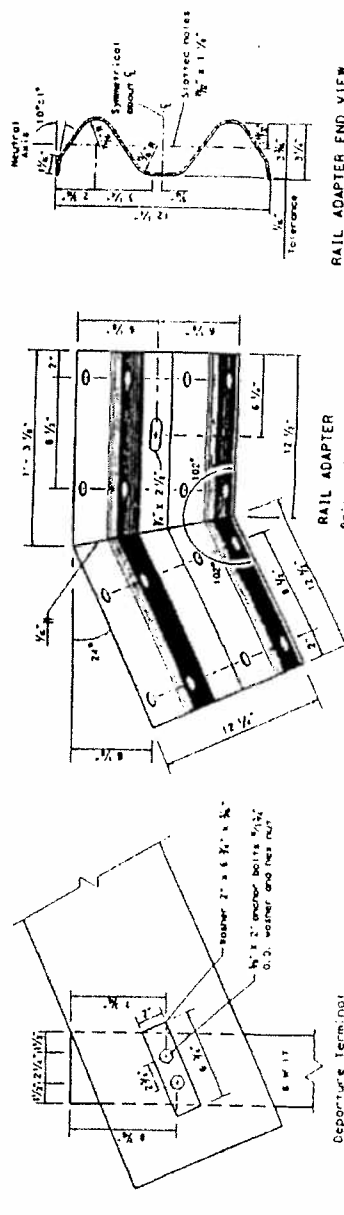
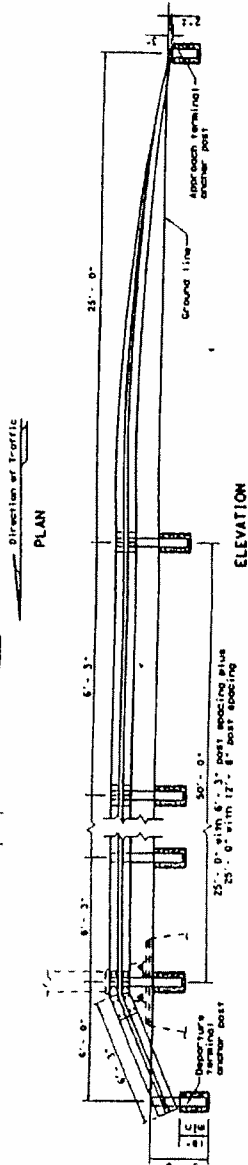
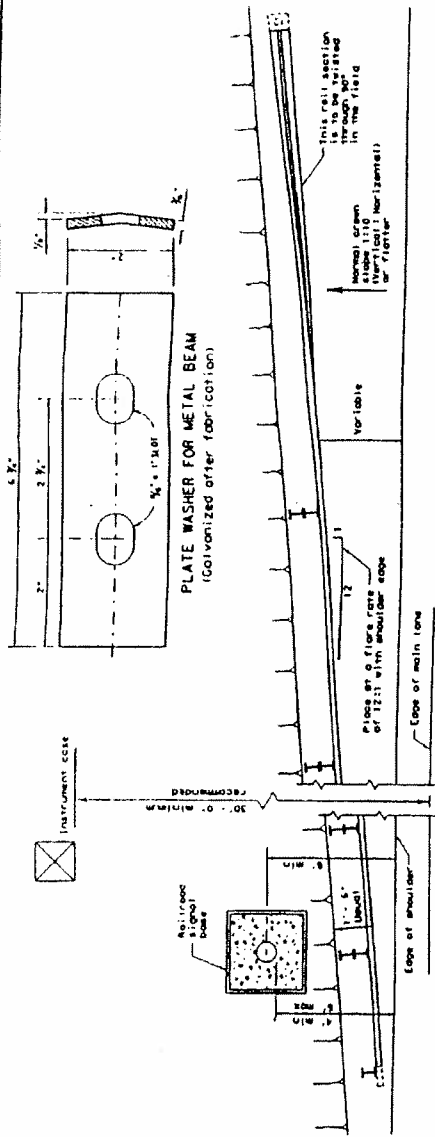
ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, February 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.

TX. DOT SPECIFICATIONS

BID SPECIFICATIONS

GENERAL NOTES

1. For metal beam guard fence details, check out requirements and method of termination, see latest metal beam guard fence details.
2. Timber posts may be used except for terminal installations where steel will be required.
3. The terminal anchor post and rail adapter insertion shall be galvanized as shown.
4. For bridges, low speed (less than 50 mph) road zones, facilities, length of guard fence may be reduced as determined by the Engineer to fit street speed and driveway location conditions.



Texas Department of Transportation
 (a former Division of Highways)

METAL BEAM GUARD FENCE RAILROAD-SIGNAL PROTECTION

GF (RRSP) - 96 *R3*

PROJECT NO.	DATE	BY	CHKD.
100000000	10/15/96	J. L.
REVISED DATE	BY	CHKD.	...
...

6 x 6 post
 6 x 6 timber

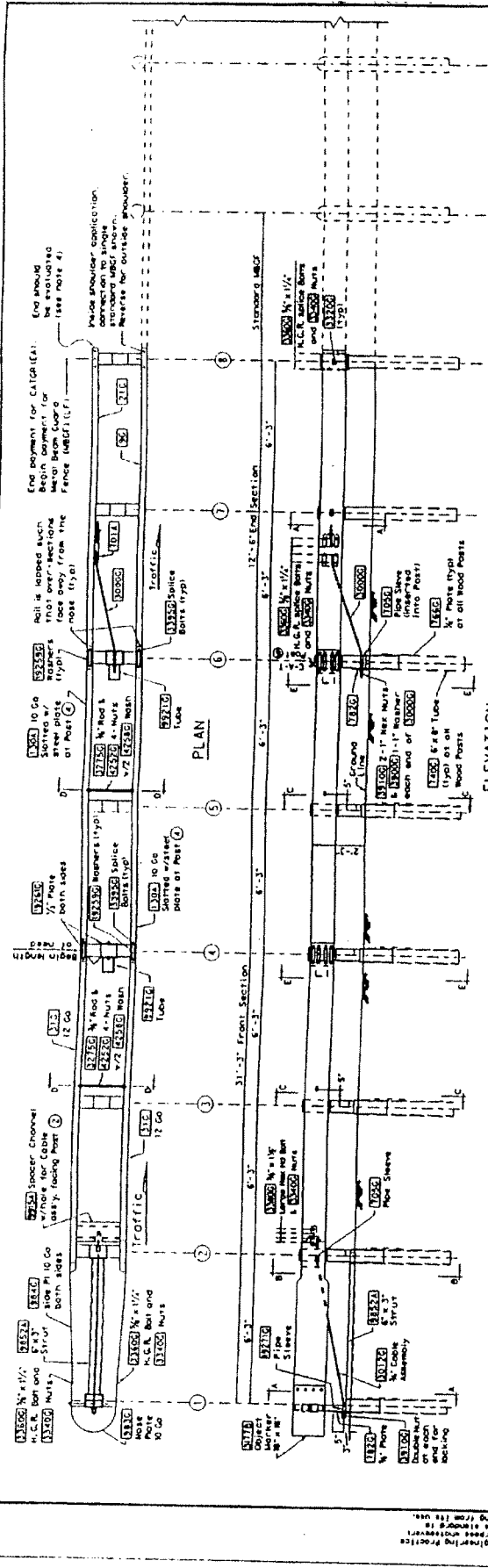
RAIL ADAPTER END VIEW
 Actual section may be slightly
 different from manufacturing shop

RAIL ADAPTER
 Rail - 10 gauge
 Galvanized after fabrication

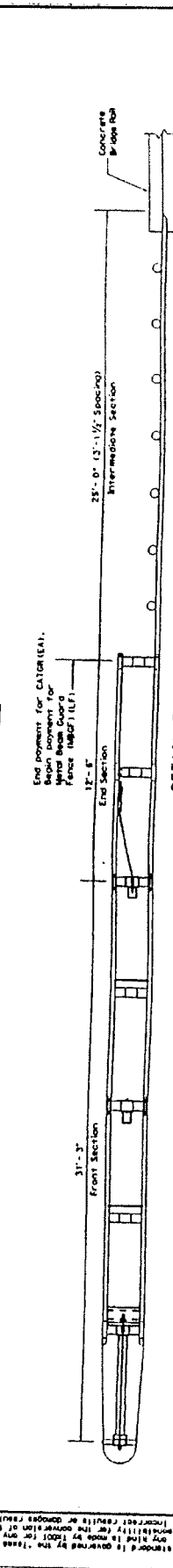
Departure Terminal
 ANCHOR POST

The use of this standard is governed by the Texas Engineering Practice Act. The user of this standard is responsible for the determination of the applicability of this standard to the project and for the consequences of its use. The user of this standard is also responsible for the consequences of its use.

BID SPECIFICATIONS

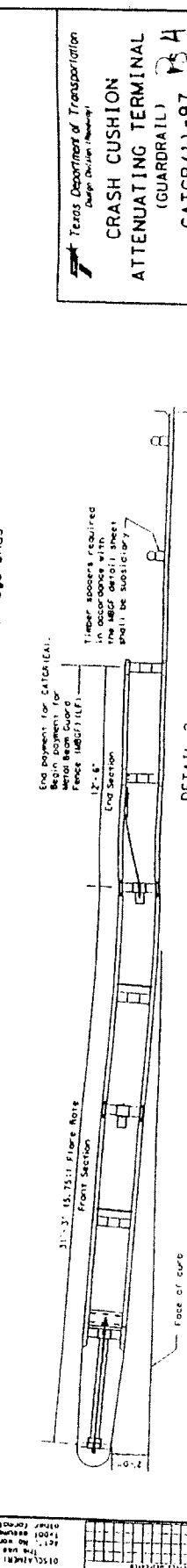


ELEVATION



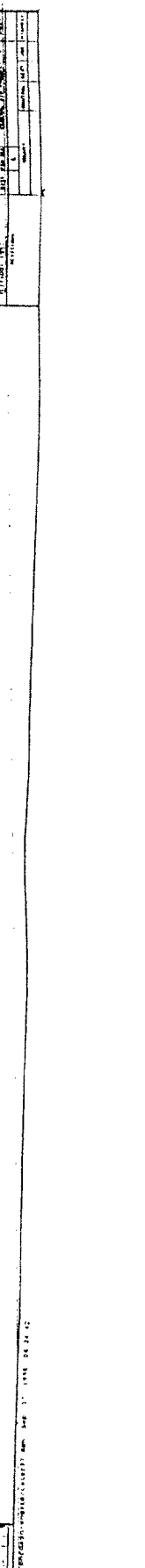
DETAIL 3

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	DESIGN	J. R. B.	J. R. B.
11/10/97	CHECK	J. R. B.	J. R. B.
11/10/97	APPROVE	J. R. B.	J. R. B.

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. The authority of any third party in this regard is not recognized. The use of this standard is not intended to constitute an endorsement or approval by TCEQ of any product or manufacturer. The use of this standard is not intended to constitute an endorsement or approval by TCEQ of any product or manufacturer. The use of this standard is not intended to constitute an endorsement or approval by TCEQ of any product or manufacturer.

BID SPECIFICATIONS

SEWER ALIEN

1. The type of 601 unit will be specified elsewhere in the plans. Numbers in circles indicate post positions.

2. All bolts, nuts, cable assemblies, cable anchors, steel tubes & bearing sleeves shall be galvanized.

3. For non-slab installations, the WPT will be fixed on a cast of 2511 over the first 30 feet of the system to prevent the terminal from being undermined on the shoulder. The first 30 feet of the system will be used as curb sections, beginning at post number 5 and ending at post number one.

4. The steel tubes shall not protrude more than 4 inches above ground. Six grating may be necessary to meet this requirement.

5. The steel tubes may be grided with an approved grating head. They shall not be drilled with the wood post in the hole. If the steel tubes are placed in drilled holes, the hole(s) material must be satisfactorily connected to prevent tube settlement.

6. When rock excavation is encountered, a 12-inch diameter test hole, 20 inches deep may be used if approved by the Engineer. Gravel material will be placed in the bottom of the hole approximately 2 1/2 inches deep to provide drainage. The steel tube sleeves will be fixed on the 20 inch diameter length.

7. The breakaway cable assembly must be used. A loading device, ratchet wheel or manual lock rollers should be used to prevent the cable from twisting when tightening the bolt.

8. The wood blocks shall be "two nailed" to the rectangular wood posts to prevent them from turning when the wood air-line.

9. For curb installations, the soil tubes and posts shall be installed at the proper ground level. The soil tubes shall be installed at the proper height of the wall above the gutter. The excess post length above the wall will be removed if directed by the Engineer.

10. An object marker post be installed on the front of the impact head as detailed on (optional).

11. A special 3/16" evaluation should be considered. The soil tubes are using this and treatment of the hole, 18" x 25" test between the structure tube, the wood block and the wood post.

12. All measurements should be taken from bottom of post.

13. All measurements should be taken from bottom of post.

14. All measurements should be taken from bottom of post.

15. All measurements should be taken from bottom of post.

16. All measurements should be taken from bottom of post.

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25. All measurements should be taken from bottom of post.

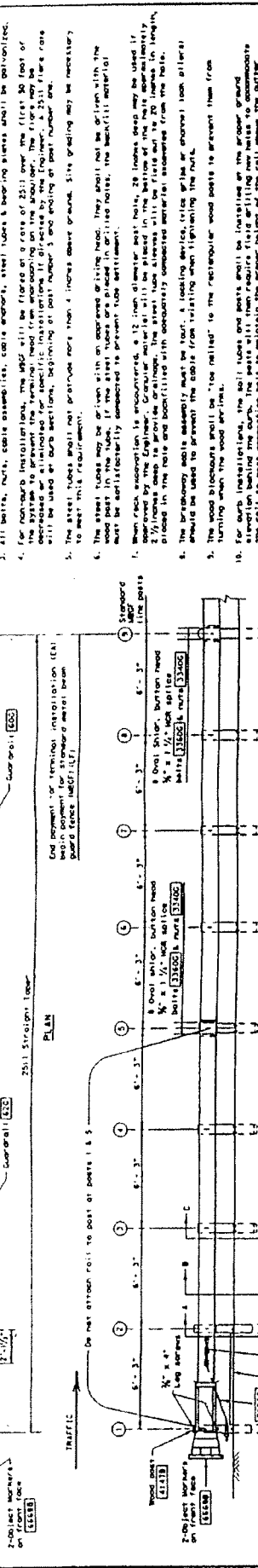
26. All measurements should be taken from bottom of post.

27. All measurements should be taken from bottom of post.

28. All measurements should be taken from bottom of post.

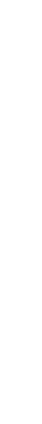
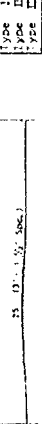
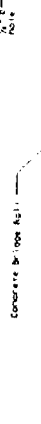
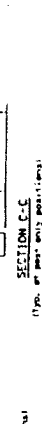
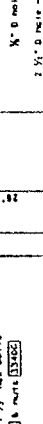
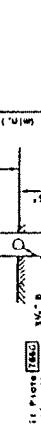
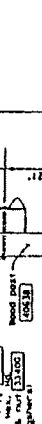
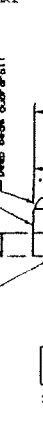
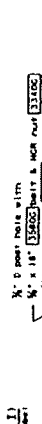
29. All measurements should be taken from bottom of post.

30. All measurements should be taken from bottom of post.



BILL OF MATERIAL

Code	Quantity	Description
13100	1	1" x 1/2" x 1/2" Flat Bar
13101	1	1" x 1/2" x 1/2" Flat Bar
13102	1	1" x 1/2" x 1/2" Flat Bar
13103	1	1" x 1/2" x 1/2" Flat Bar
13104	1	1" x 1/2" x 1/2" Flat Bar
13105	1	1" x 1/2" x 1/2" Flat Bar
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13164	1	1" x 1/2" x 1/2" Flat Bar
13165	1	1" x 1/2" x 1/2" Flat Bar
13166	1	1" x 1/2" x 1/2" Flat Bar
13167	1	1" x 1/2" x 1/2" Flat Bar
13168	1	1" x 1/2" x 1/2" Flat Bar
13169	1	1" x 1/2" x 1/2" Flat Bar
13170	1	1" x 1/2" x 1/2" Flat Bar
13171	1	1" x 1/2" x 1/2" Flat Bar
13172	1	1" x 1/2" x 1/2" Flat Bar
13173	1	1" x 1/2" x 1/2" Flat Bar
13174	1	1" x 1/2" x 1/2" Flat Bar
13175	1	1" x 1/2" x 1/2" Flat Bar
13176	1	1" x 1/2" x 1/2" Flat Bar
13177	1	1" x 1/2" x 1/2" Flat Bar
13178	1	1" x 1/2" x 1/2" Flat Bar
13179	1	1" x 1/2" x 1/2" Flat Bar
13180	1	1" x 1/2" x 1/2" Flat Bar
13181	1	1" x 1/2" x 1/2" Flat Bar
13182	1	1" x 1/2" x 1/2" Flat Bar
13183	1	1" x 1/2" x 1/2" Flat Bar
13184	1	1" x 1/2" x 1/2" Flat Bar
13185	1	1" x 1/2" x 1/2" Flat Bar
13186	1	1" x 1/2" x 1/2" Flat Bar
13187	1	1" x 1/2" x 1/2" Flat Bar
13188	1	1" x 1/2" x 1/2" Flat Bar
13189	1	1" x 1/2" x 1/2" Flat Bar
13190	1	1" x 1/2" x 1/2" Flat Bar
13191	1	1" x 1/2" x 1/2" Flat Bar
13192	1	1" x 1/2" x 1/2" Flat Bar
13193	1	1" x 1/2" x 1/2" Flat Bar
13194	1	1" x 1/2" x 1/2" Flat Bar
13195	1	1" x 1/2" x 1/2" Flat Bar
13196	1	1" x 1/2" x 1/2" Flat Bar
13197	1	1" x 1/2" x 1/2" Flat Bar
13198	1	1" x 1/2" x 1/2" Flat Bar
13199	1	1" x 1/2" x 1/2" Flat Bar
13200	1	1" x 1/2" x 1/2" Flat Bar



Texas Department of Transportation
Single GUARDRAIL TERMINAL
(ET-2000 PLUS)
SGT (7)-01 P. 7

DATE	10/10/07	ISSUE NO.	1
PROJECT NO.	10-10-07	ISSUE DATE	10/10/07
PROJECT NAME	10-10-07	ISSUE BY	10-10-07
PROJECT LOCATION	10-10-07	ISSUE FOR	10-10-07
PROJECT TYPE	10-10-07	ISSUE BY	10-10-07
PROJECT NO.	10-10-07	ISSUE DATE	10/10/07
PROJECT NAME	10-10-07	ISSUE BY	10-10-07
PROJECT LOCATION	10-10-07	ISSUE FOR	10-10-07
PROJECT TYPE	10-10-07	ISSUE BY	10-10-07

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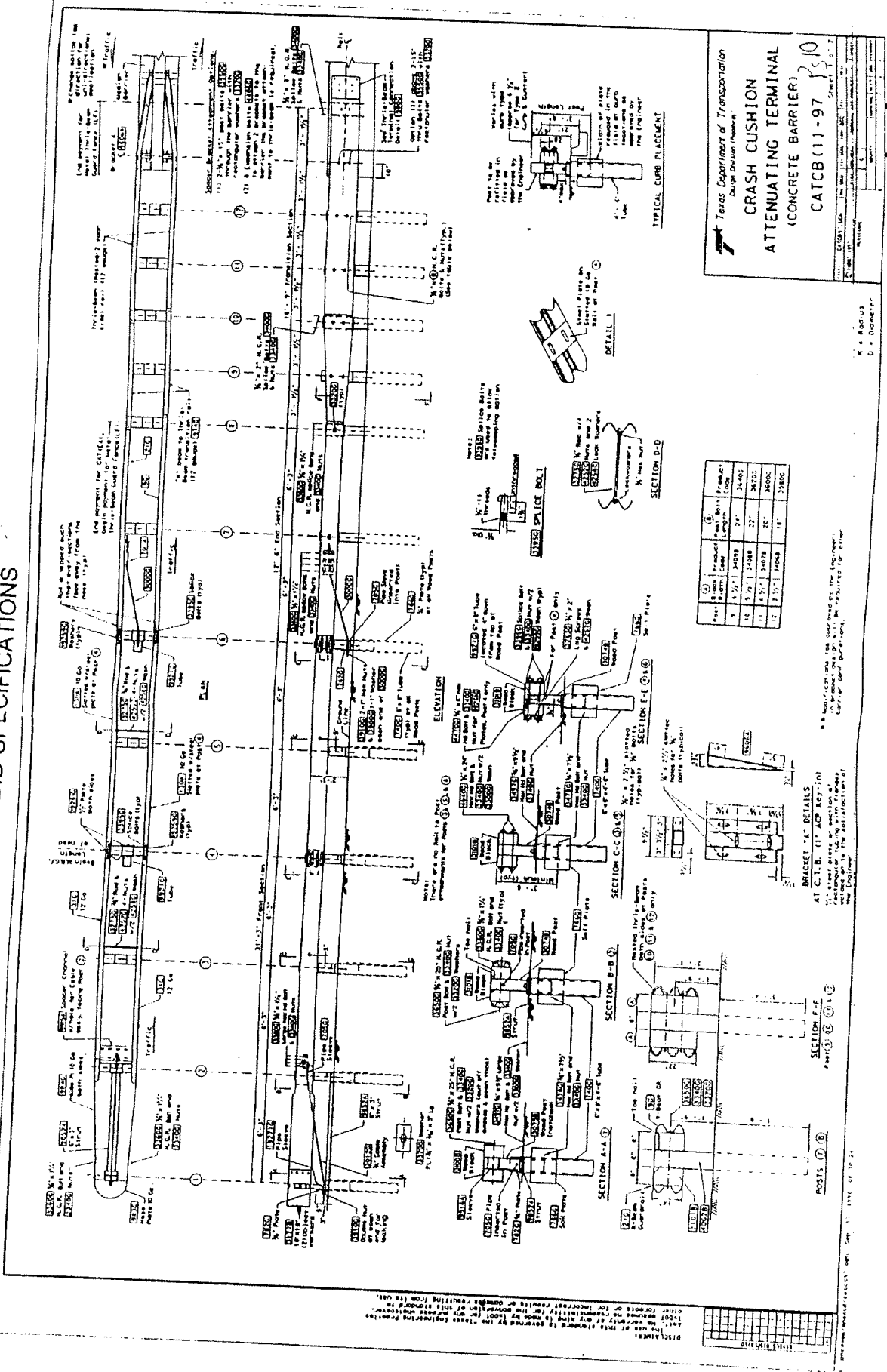
10-10-07

10-10-07

10-10-07

10-10-07

BID SPECIFICATIONS



Texas Department of Transportation
 George Bush Division
**CRASH CUSHION
 ATTENUATING TERMINAL
 (CONCRETE BARRIER)**
 CATCB(11)-97

Sheet 1 of 2
 Date: 11/11/00
 Drawn: [Name]
 Checked: [Name]
 Approved: [Name]

BRACKET "A" DETAILS
 AT C.T.B. (11' ADP SECTION)
 ALL steel plates are welded to the reinforcement in accordance with the specifications of the AASHTO Manual.

SECTION F-F
 PARTS ① ② ③ ④ ⑤ ⑥

POSTS ⑦ ⑧

SECTION E-E
 PARTS ① ② ③ ④ ⑤ ⑥

SECTION D-D

SECTION C-C

SECTION B-B

SECTION A-A

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

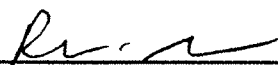
BIDDER/COMPANY NAME: Guerra Construction Co.

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

