

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 Hidalgo County 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 **April 28, 2011** and ending **April 27, 2012** 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
 1615 S. Closner Suite J
 Edinburg, Texas 78539

If to Company **Lumatec Lighting Service**
Attn.: Victor T. Rios-Owner
P.O. Box 2225
McAllen, Texas 78502-2225

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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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 _____, 2011.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved by Commissioners Court on: _____

**APPROVED AS TO FORM:
Atlas & Hall, L.L.P.**

By:  _____

Exhibit "A"

HIDALGO COUNTY
(Precinct Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2011-017-02-09CGA
February 9, 2011

REQUIREMENTS, GENERAL TERMS AND CONDITIONS

The County of Hidalgo is seeking vendor(s) for "**ROADWAY LIGHT FIXTURES AND MAINTENANCE**", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Term: The term of the contract shall be for a period of one (1) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid contract term.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994-00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E, F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

HIDALGO COUNTY
(Precinct Nos. 1 & 3)

“ROADWAY LIGHT FIXTURES AND MAINTENANCE”
RFB NO.: 2011-017-02-09CGA

SPECIFICATIONS

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.
2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.
3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.
4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.
5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.
6. **BIDDER REQUIREMENTS:** Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.
7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an **“As Needed Basis Only”**.
8. In the event the contractor fails to perform routine emergency lighting repairs in an “as built” and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.
9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.
10. The following price schedule will be utilized throughout the agreement period to pay for services.
11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.
13. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.
14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.
15. The user department will notify the contractor when repair is needed. Contractor does not survey the poles periodically. Services will be on "**as needed basis**".
16. All costs and expenses associated with the preparation and submission of bids shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
17. Insurance requirements for this project (refer to requirements and limits on Exhibit "C" form.
18. Hidalgo County reserves the right to reject any/all bids, to waive any or all formalities, or to accept the bid considered the lowest, best and most advantageous to the County, including compliance to the id specifications. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking action hereon. In cases of discrepancy between unit price and extension, the unit price shall govern.
19. Hidalgo County is requesting that any all questions, inquiries and clarifications regarding this bid be routed to:

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S, Business Hwy. 281
Edinburg, Texas 78539
20. All written inquiries will be accepted via facsimile (956) 318-2626 or via-email to: cris.villarreal@co.hidalgo.tx.us by no later than Wednesday, **February 2, 2011** by 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile or email by no later than 5:00 p.m. on Friday, **February 4, 2011**.

CLARIFICATION: Traffic control is to be included in all costs bid. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

HIDALGO COUNTY (PALMVIEW)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

HIDALGO COUNTY (MID VALLEY)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

Client#: 9701

LUMALIG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/08/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER: Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502
CONTACT NAME:
PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286
INSURED: Lumatec Lighting Service P O Box 2225 McAllen, TX 78502
INSURER(S) AFFORDING COVERAGE: INSURER A: Essex Insurance Company NAIC #: 39020
INSURER B: Hartford Underwriters Ins Co 30104
INSURER C: Charter Oak Fire Insurance Comp 25615
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections A (General Liability), C (Automobile Liability), and B (Workers Compensation and Employers' Liability).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Roadway Light Fixtures & Maintenance
Bid #: 2011-017-02-09CGA
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION 10 Days for Non-Payment

Hidalgo County Purchasing Dept (Precinct No's 1N3) 2812 S Business Hwy 281 Edinburg, TX 78539
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Brian E Lewis

DESCRIPTIONS (Continued from Page 1)

February 9, 2011 - 9:30AM

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

Victor Rios

**** Supplemental Name ****

First Supplemental Name applies to all policies - Name Printed on DEC Page: Lumatec Lighting Service

First Supplemental Name applies to all policies - Victor Rios dba

Schedule of Commercial Vehicles

Print Date: 02/24/11

Client Name and Address
 Lumatec Lighting Service
 P O Box 2225
 McAllen, TX 78502

Company
 Charter Oak Fire Insuranc
Policy Number
 BA5943B49710SEEL
Effective Date
 01/20/11
Expiration Date
 01/20/12

Agency Name and Address
 Willis of Texas, Inc.
 1400 N Mccoll Rd Suite 105
 P O Drawer 3785
 McAllen, TX 78502

Veh. #	Ch. #	Vehicle Description Garage Location	Body Type	GWV / GCW Cost New	Comp Ded	Vehicle I. D. Number Coll Ded	ST	Date On Class Code	Date Off Premium
1	2	1999 Ford F800 Truck McAllen, TX78505	TK	45000		3FEXF8014XMA13479	TX	01/20/11	1045.00
2		1998 Ford F800 Bucket McAllen, TX78505	TK	45000		1FDXFF80E6WVA04150	TX	01/20/11	1045.00
3		1990 Chevrolet Bucket McAllen, TX78502	TK	20000		1GBL7H1J1LJ201133	TX	01/20/11	939.00
4		1989 Ford Digger McAllen, TX78502	TRUCK	45000		1FDDXR82A5KVA08508	TX	01/20/11	1401.00
5		2008 Ford F150 McAllen, TX78502	PU	10000		1FTRF12228KF05788	TX	01/20/11	1120.00
6		2000 Ford F350 McAllen, TX78502	PU	\$19,463	\$1,000	1FTRF12228KF05788	TX	01/20/11	1120.00
7		2008 Ford F150 McAllen, TX78502	PU	20000		3FDWFF36F1YMA26262	TX	01/20/11	939.00
				10000		1FTRF122278KF05897	TX	01/20/11	1120.00
				\$23,350	\$1,000				

Schedule of Commercial Vehicles

Print Date: 02/24/11

Client Name and Address
 Lumatec Lighting Service
 P O Box 2225
 McAllen, TX 78502

Company
 Charter Oak Fire Insurance
Policy Number
 BA5943B49710SEL
Effective Date
 01/20/11
Expiration Date
 01/20/12

Agency Name and Address
 Willis of Texas, Inc.
 1400 N McCol1 Rd Suite 105
 P O Drawer 3785
 McAllen, TX 78502

Veh. #	Cl. #	Vehicle Description Garage Location	Body Type	Cost New	Comp Ded	Vehicle I. D. Number Coll Ded	ST	Date On Class Code	Date Off Premium
1	2	1999 Ford F800 Truck McAllen, TX78505	TK	45000		3FEXF8014XMA13479	TX	01/20/11	1045.00
2		1998 Ford F800 Bucket McAllen, TX78505	TK	45000		1FDXF80E6WVA04150	TX	01/20/11	1045.00
3		1990 Chevrolet Bucket McAllen, TX78502	TK	20000		IGBL7H1J1LJ201133	TX	01/20/11	939.00
4		1989 Ford Digger McAllen, TX78502	TRUCK	45000		1FDXR82A5KVA08508	TX	01/20/11	1401.00
5		2008 Ford F150 McAllen, TX78502	PU	10000		1FTRF12228KF05788	TX	01/20/11	1120.00
6		2000 Ford F350 McAllen, TX78502	PU	20000		3FDDWF36F1YMA26262	TX	01/20/11	939.00
7		2008 Ford F150 McAllen, TX78502	PU	10000		1FTRF122279KFF05897	TX	01/20/11	1120.00
				\$23,350	\$1,000	\$1,000			