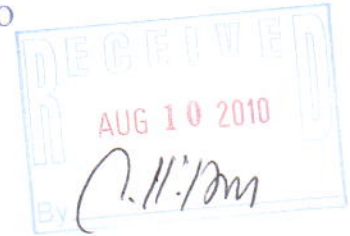




PURCHASING DEPARTMENT  
County Of Hidalgo



August 4, 2010

E-10-298-08-10

Don McGhee, Vice President  
**HYDRO SYSTEMS, INC.**  
1501 North 28<sup>th</sup> Street  
Harlingen, Texas 78550  
Ph. (956) 423-4932


via facsimile (956) 423-4994  
via email [Hydros1@aol.com](mailto:Hydros1@aol.com)  
via certified mail #  
7099 3220 0002 9744 6600

Re: **Extension of Contract No. E-09-374-08-18-"Water Softener System Maintenance Service"-Hidalgo County Sheriff's Office**

Dear Mr. McGhee:

Commissioners' Court will take applicable action (Tuesday, August 10, 2010) in connection with the Hidalgo County's option to extend/renew for the **Second (2<sup>nd</sup>) year of the additional Three (3) One (1) year term extension** as provided in the current requirements agreement (under the same rates, terms and conditions). **Effective date of renew/extension is of August 26, 2010.**

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, August 6, 2010, 12:00 p.m., via email attn: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us) and to via facsimile (956) 956-318-2629.

By:   
Don McGhee, Vice President

Date: 8-5-10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
03/16/2010

PRODUCER 956.399.1353 FAX 956.399.2185  
 Smith-Reagan Insurance Agency  
 P O Box 1009  
 148 N Sam Houston  
 San Benito, TX 78586

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Hydro Systems, Inc.  
 1501 N 28th Street  
 Harlingen, TX 78550

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Assurance Company of America	19305
INSURER B: Northern Ins Co of New York	19372
INSURER C: Texas Mutual Insurance Company	0060
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS43167866	03/12/2010	03/12/2011	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	MED EXP (Any one person) \$ 10,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000				
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SBS01482449	03/12/2010	03/12/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	PAS43167866	03/12/2010	03/12/2011	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000				
	\$ 0				
	\$				
	\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	SBP0001036323	11/08/2009	11/08/2010	<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  
 Certificate holder is additional insured with respects to the General Liability coverage.

**CERTIFICATE HOLDER**

William R. Hague, Inc  
 Attention: Micahel S. Jones  
 4343 Hamilton Rd.  
 Groveport, OH 43215

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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  
 David Smith/CL12



ACORD 25 (2009/01) FAX: 614.836.9876

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To:		Public Affairs	125-002-0-532	Lambrech	
Transferring From:	5GB Connection	Info. Tech.	0-1100-415-00-200-001-0-532	John C. Trevino	1
Transferring To:	5GB Connection	Executive Office-Public Affairs	0-1100-413-00-125-002-0-532	John C. Trevino	1
Transferring From:	5GB Connection	Info. Tech.	0-1100-415-00-200-001-0-532	Karina Cardoza	1
Transferring To:	5GB Connection	Executive Office-Public Affairs	0-1100-413-00-125-002-0-532	Karina Cardoza	1

Approved

2. Approval of the attached Wireless Device Request Forms under the Co policy.

**13. Purchasing Department:**

All Items approved

**A. AI-22376** Pct. #2:  
Approval of Request for Payment-Application No 8 in the amount of \$228 Construction Co. awarded contractor for the, "New Administration Office #2 and Other County Offices", and as certified for payment by project arc C-09-037C-11-17.

**B. AI-22367** Pct. #2:  
Approval of Request for Payment #15 (A-E) for New Precinct 2 Administr County and Other Office from VA Architecture, in the amount(s) of:

#	Description	Purchase Order No.	Payment Amount
A	Pct.#2 Admin. Office	617618	\$611.52
B	Health Clinic	622522	\$612.53
C	WIC Clinic	622523	\$145.11
D	Tax Assessor Office	622524	\$738.40
E	Justice of the Peace Office	622525	\$848.90

**C. AI-22362** Pct. #2:  
Approval of Application for Payment No.1 in the amount of \$23,593.50 fr LLC. (Contract #C-10-032-02-16) contracted vendor as reviewed and engineer Raul E. Sesin, PE. for the Tower Road Crossing Drainage Impr

**D. AI-22344** Requesting authority to exercise the extensions as provided in curren County Sheriff's Office, under the same rates, terms and conditions with awarded vendors for:

1. "Commissary Supplies":

- a. Keefe Commissary Network-E-09-373-08-18 (second (2nd) & Final year options); and,
- b. Rene Lucio d/b/a R&R Distributing-E-09-373A-08-18 (second (2nd) & Final year options);

2. "Water Softner System Maintenance Service" with Hydro System (second (2nd) year of the possible three (3) one (1) year options);

**E. AI-22341** Acceptance and approval of the following invoices submitted by contractor L & G Consulting Engineers, Inc.:

- 1. Invoice No. 11323493-\$51,192.00 for "FM 681 From FM 2221 to SH 1106-08.
- 2. Invoice No. 11323494-\$19,980.00 for "FM 681 Project; From FM 2221 to SH 1106-08.

**F. AI-22323** 1. Approval to utilize the following cooperative purchasing vendors (as listed in Exhibit(s) attached) for purchases on an "AS NEEDED" basis through membership/participation with Texas Procurement and Support Services Department of Information Resources, (TCPN) The Cooperative Purchasing System, US Communities, (GSA) General Service Administration, (TASB-Buy Board) of School Board, (TIPS) The Interlocal Purchasing System awarded program limited to, Precincts, Department, Programs, Agencies, etc. with term of contract from contract detailed herein commencing upon approval and expiring December 31, 2010.

2. Requesting authority to enter into a (12) month renewal support mainframe (i2 Analyst's Notebook with i2 Inc. for the Sheriff's Department through requisition #179 for the amount of \$762.00 ea./year, in the total amount of \$1,524.00 both years (0-280-001-0-336)

3. Requesting approval & authority to execute required commercial agreement for 3 years with Superior Alarms for the Elections Department at the following location.

Requisition	Location	Conditions Monitored	Annual Fee
178000	101 10th Street Edinburg, TX	Burglar & Panic	\$180.00

4. Requesting authority to enter into a 36-month new copier (capital) copier through our membership/participation with TPSS awarded vendor contract 985-L2 for the Elections Department through requisition #179 for the amount of \$558.14/month, effective upon approval (0-1100-414-00-130-001-0-780);

**G. AI-22307** Precinct #2:  
Acceptance and approval to pay invoices from Millennium Engineers Group for contract 485-01-12 for services rendered prior approval of work authorization in accordance with County Treasurer to issue payment after review audit and processing provided by County Auditor's.

**AI-22344****13.D.****HCSO-Extensions/Renewals-E-09-373-08-18 (Keefe Commissary Net LLC),E-09-373A-08-18(R&R Dist)&E-09-374-08-18(Hydro Systems Inc)  
CC CONSENT**

Date: 08/10/2010  
 Submitted By: Letty Saenz, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

## Information

## CAPTION

Requesting authority to exercise the extensions as provided in current contracts for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with the following multiple awarded vendors for:

1. "Commissary Supplies":
  - a. Keefe Commissary Network-E-09-373-08-18 (second (2nd) & Final year of the two (2) one (1) year options); and,
  - b. Rene Lucio d/b/a R&R Distributing-E-09-373A-08-18 (second (2nd) & Final year of the two (2) one (1) year options);
2. "Water Softner System Maintenance Service" with Hydro Systems, Inc.-E-09-374-08-18 (second (2nd) year of the possible three (3) one (1) year options);

## BACKGROUND

HCSO Memo with approval to extend

Letter of Extension-Acknowledgment by Keefe Commissary Network LLC  
 Letter of Extension-Acknowledgment by Rene Lucio dba R&R Distributing

Letter of Extension-Acknowledgment by Hydro Systems Inc

## Fiscal Impact

FISCAL YEAR: 2010 ACCT. #:  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:

Item a:

The monies for Item a are coming from the Commissary Checking Acct, which is handled by the Sheriff's Dept Commissary Supervisor. It does not reflect on the SAGE system.

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-40-220-001-0-431  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:

Item b:

Available balance as of 8-6-10 \$197,454.30.

Attachments

Link: [HCSO-Memo](#)

Link: [Extension letter-Hydro Systems Inc](#)

Link: [Current Contract#E-09-374-08-18-Hydro Systems Inc-HCSO](#)

Link: [Letter of Extension-Kefee Commissary Netwrk LLC-HCSO](#)

Link: [Current Contract #E-09-373-08-18-Kefee Comm Net LLC-HCSO](#)

Link: [Letter of Extension-R&R Distributing-HCSO](#)

Link: [Current Contract#E-09-373A-08-18-R&R Distributing-HCSO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2010 11:35 AM	APRV
2	Budget & Management	Erika Zamora	08/06/2010 11:38 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/06/2010 02:38 PM	APRV
4	Auditor's Office		08/06/2010 05:25 PM	NEW
Form Started By: Letty Saenz			Started On: 08/04/2010 04:40 PM	
Final Approval Date: 08/06/2010				



PURCHASING DEPARTMENT  
County Of Hidalgo

**E-09-374-08-18**

August 4, 2009

Don McGhee, Vice President  
**HYDRO SYSTEMS, INC.**  
1501 North 28<sup>th</sup> Street  
Harlingen, Texas 78550  
Ph. (956) 423-4932


via facsimile (956) 423-4994  
[Hydrosl@aol.com](mailto:Hydrosl@aol.com)

Re: **Extension of Contract No. C-08-325-08-26 "Water Softener System Maintenance Service"-Hidalgo County Sheriff's Office**

Dear Mr. McGhee:

Commissioners' Court will take applicable action (Tuesday, August 11, 2009) in connection with the Hidalgo County's option to extend/renew for the **First (1<sup>st</sup>) year of the additional Three (3) One (1) year term extension** as provided in the current requirements agreement (under the same rates, terms and conditions). **Effective date of renew/extension is of August 26, 2009.**

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, August 6, 2009, 12:00 p.m., via email attn: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us) and to via facsimile (956) 956-318-2629.

By:   
Don McGhee, Vice President

Date: 8-5-09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file

1. **Keefe Commissary Network-C08-212-08-19 (first year of the possible two year options); and,**
2. **Rene Lucio d/b/a R&R Distributing-C-08-212A-08-19 (first year of the possible two year options);**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote to approve items 22.A.7.a. 1 & 2.

- b. **"Water Softner System Maintenance Service" with Hydro Systems, Inc.-C-08-315-08-26 (first year of the possible three year options);**

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

- c. **"Lease of Tower Space" with O. E. Investments, Inc.-E-08-309-07-28 (last one year option to extend).**

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

#### **B. Pct. 2**

1. **AI-16940 Pursuant to Texas Local Government Code, Chapter 263.152 (a) (3), requesting Commissioners Court to ...'order the property otherwise disposed...' inasmuch as CC undertook to sell said property under 263.152(a)(1)...'sealed competitive bids' and was unable to do so because no bids were received for the top soil and fill dirt from five sites that are part of Precinct 2s Drainage Improvement Project and titled as LJ Lateral; Ceasar Chavez Drain; South Tower Rd. (between Moore & Rancho Blanco Rds.); El Charro Subdivision; and, South Fork Drain.**

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

2. **AI-16971 Requesting approval of listed items with awarded vendor, United Contracting, Inc. (contract #5007-92-0306-5000-9200-ML)(PO#605197) as reviewed and submitted through project engineer, R. Gutierrez Engineering Corporation (contract #C-08-381-09-16) in connection with South Tower Park Project:**

- A. **Change Order No. 7 (decrease) in the amount of \$15,813.00 reflecting all the identified items changes/deletions;**

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

- B. **Final Application for Payment in the amount of \$19,372.50;**

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

**AI-16842****42.0.**

**HCSO-Various Extensions-Keefe Commissary Supp, R&R Distributing,  
Hydro Systems Inc & O.E. Investments Inc  
CC REGULAR**

Date: 08/18/2009  
 Submitted By: Letty Saenz, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

## Information

## CAPTION

1. Requesting authority to exercise the first (1st) year of the additional two(2) one (1) year periods as provided in current contracts for: "Commissary Supplies" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with multiple awarded vendors: 1) Keefe Commissary Network-C08-212-08-19 and 2) Rene Lucio d/b/a R&R Distributing-C-08-212A-08-19.
2. Requesting authority to exercise the first (1st) year of the additional three (3) one (1) year periods as provided in current contract for: "Water Softener System Maintenance Service" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with: Hydro Systems, Inc.-C-08-325-08-26.
3. Requesting authority to exercise the second (2nd) year of the additional two(2) one (1) year periods as provided in current contracts for: "Lease of Tower Space" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with: O.E. Investments, Inc.-E-08-309-07-28.

## BACKGROUND

Acknowledgment and approval from HCSO

Letters of Extensions from: Keefe Commissary Network, LLC, Rene Lucio dba R & R Distributing, Hydro Systems, Inc. and O.E. Investments, Inc.

Contract No. C-08-212-08-19-Keefe Commissary Network, LLC  
 Contract No. C-08-212A-08-19-Rene Lucio dba R & R Distributing  
 Contract No. C-08-325-08-26-Hydro Systems, Inc.  
 Contract No. E-08-309-07-28-O. E. Investments, Inc.

## Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

FISCAL YEAR: 2009	ACCT. #: 9-1100-423-21-280-002-0-604
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

## BUDGETARY IMPACT:

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 Attachments

Link: [R & R Distributing](#)  
 Link: [Hydro Systems Inc](#)  
 Link: [Keefe Commissary Network](#)  
 Link: [O E Investments Inc](#)  
 Link: [C-08-212-08-19-Keefe Commissary Network](#)  
 Link: [C-08-212A-08-19-R & R Distributing](#)  
 Link: [C-08-325-08-26-Hydro Systems Inc](#)  
 Link: [E-08-309-07-28-O E Investments Inc](#)

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## Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	08/05/2009 04:51 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
Form Started By: Letty Saenz		Started On: 08/05/2009 04:51 PM		

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PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Stamp: AUG 11 2009, 10:59 AM, with handwritten initials.

To: Honorable Guadalupe Trevino, Sheriff
c/o Anacleto Martinez, Chief Deputy
Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Department

From: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

Date: August 3, 2009

Re: NOTICE OF INTENT TO EXTEND/RENEW VARIOUS CONTRACTS

Chief Martinez, please be advised that I will be placing the following contracts for approval of extension/renewal on the next Commissioner's Court agenda for Tuesday, August 11, 2009:

Table with 4 columns: Contract Nos., Awarded Vendors, Title of Project, Extension Options Commencement/Expiration. Rows include contracts for Commissary Supplies, Water Softener System Maintenance Services, and Lease of Tower Space.

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Contracts, Hidalgo County Commissioners' Court has the option to exercise the additional terms as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this "option" for the contracts specified above by signing below and returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to leticia.saenz@co.hidalgo.tx.us by no later than 12:00 p.m. on Wednesday, August 05, 2009 in order to proceed with placement for approval on the next Commissioner's Court Agenda.

YES [checked] I do wish to obtain the one (1) year period extension
NO [ ] I do not wish to obtain the one (1) year period extension.

Hidalgo County Sheriff's Office
Authorized Signature:

Handwritten signature of Anacleto Martinez

Date:

Handwritten date: 8/5/09

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: File

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/16/2010

PRODUCER 956.399.1353 FAX 956.399.2185  
 Smith-Reagan Insurance Agency  
 P O Box 1009  
 148 N Sam Houston  
 San Benito, TX 78586

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Hydro Systems, Inc.  
 1501 N 28th Street  
 Harlingen, TX 78550

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Assurance Company of America	19305
INSURER B: Northern Ins Co of New York	19372
INSURER C: Texas Mutual Insurance Company	0060
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	PAS43167866	03/12/2010	03/12/2011	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000	
	<input checked="" type="checkbox"/>				PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG	\$ 2,000,000	
B	AUTOMOBILE LIABILITY	SBS01482449	03/12/2010	03/12/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
A	EXCESS / UMBRELLA LIABILITY	PAS43167866	03/12/2010	03/12/2011	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000	
	<input type="checkbox"/>					\$ 0	
	DEDUCTIBLE RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP0001036323	11/08/2009	11/08/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under SPECIAL PROVISIONS below				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  
 Certificate holder is additional insured with respects to the General Liability coverage.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

David Smith/CL12

*David Smith*

ACORD 25 (2009/01)

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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 Sheriff's Office** or its designated agent. 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 of one (1) year ("on an as needed basis") but in no event to exceed the \$25,000.00 statutory bid limit (per calendar year), with the County's at its sole option to renew/extend for or up to an additional three (3) one (1) year term. 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 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 employment of Company who operate such 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 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:

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

If to Company **Don McGhee, Vice President -Sales  
HYDRO SYSTEMS, INC.  
1501 North 28<sup>th</sup> Street  
Harlingen, Texas 78550**

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 either party 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 5<sup>th</sup> day of August, 2008.

**APPROVED AS TO FORM:**

Atlas & Hall, LLP  
By: [Signature]  
Atlas & Hall, LLP

**COUNTY OF HIDALGO**

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

**ATTEST:**

[Signature]  
Arturo Guajardo, Jr. County Clerk

**COMPANY: HYDRO SYSTEMS, INC.**

By: [Signature]  
Printed Name: Don McGhee  
Title: Vice President-Sales

**EXHIBIT "A"**  
**SPECIFICATIONS**

# EXHIBIT "A"

## HIDALGO COUNTY SHERIFF'S OFFICE "WATER SOFTENERS SYSTEM MAINTENANCE SERVICE"

~~RFQ No. 08-501-07-18-jmt~~

RFQ No. 2008-325-00-00

### SPECIFICATIONS

#### Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking a qualified vendor (s) to conduct work on a "WATER SOFTENERS SYSTEM MAINTENANCE SERVICE" on an only "As Needed Basis" including, but not limited to, the following:

#### Requirements, Terms & Conditions

---

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ALL QUOTES SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
2. HIDALGO COUNTY MAY UTILIZES STATE AWARDED CONTRACTS WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.
3. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.
4. A LIST OF A MINIMUM OF TWO (2) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:
  - A). COMPANY
  - B). CONTACT PERSON
  - C). PHONE NUMBER
  - D). WORK PERFORMED
  - E). CONTRACT TERM
5. VENDOR SUBMITTING QUOTE WILL USE SERVICE TECHNICIANS FOR MANUFACTURED SYSTEM DESCRIPTION AS FOLLOW:

THE HUDSON MODEL SA-600-3900-SYSTEM, 2000 WATER SYSTEM IS A TRIPLEX SYSTEM WITH 3 FIBERGLASS RESIN TANKS AND A SEPARATE SINGLE POLY SALT / BRINE TANK. THE SYSTEM IS CONTROLLED BY A SINGLE MONITORING DEVICE SYSTEMAX 2000

  1. HIGH CAPACITY CATIONIC RESIN
  2. REMOVE EXISTING RESIN, INSTALL NEW RESIN
  3. CHEMICAL CLEANING OF HOT WATER BOILERS
6. VENDORS SUBMITTING QUOTE MUST WARRANTY ALL WORK PERFORMED.

# EXHIBIT "A"

Cont.

## HIDALGO COUNTY SHERIFF'S OFFICE "WATER SOFTENERS SYSTEM MAINTENANCE SERVICE"

~~RFQ No. 08-501-07-18-jmt~~

RFSG NO. 2008-32500-00

### SPECIFICATIONS

7. THE INITIAL CONTRACT TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE \$25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.
8. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM (REFER TO EXHIBIT C).
9. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).
10. ALL BILLING INVOICES WILL BE ITEMIZED (PARTS, LABOR, ETC....)
11. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:
  - A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;
  - B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND
  - C- AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF THE COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.
- 1- RESPOND TIME UPON CALL ON REGULAR BASIS: \_\_\_\_\_ HOURS  
RESPOND TIME UPON CALL ON EMERGENCY BASIS: \_\_\_\_\_ HOURS
- 2- TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) \_\_\_\_\_
- 3- WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: \_\_\_\_\_

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.  
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLE SHOOTING VIA TELEPHONE.  
PLEASE SUBMIT A RESPOND:

TIME TO LOCATION \_\_\_\_\_

RESPOND TIME FOR TROUBLESHOOTING. \_\_\_\_\_

**EXHIBIT "B"**  
**VENDOR'S PROPOSAL**

# EXHIBIT "B"

## HIDALGO COUNTY SHERIFF'S OFFICE "WATER SOFTENERS SYSTEM MAINTENANCE SERVICE"

~~RFQ No. 08-501-07-18-jmt~~  
RFQ No. 2008-325-00-00

### BID PAGE

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications).

I- HUDSON SA—600-3900-SYSTEM:

- A. Technician Hourly Rate \$65.00 Normal Business Hours 8:00 A.M. to 5:00 P.M.
- B. Technician Hourly Rate \$97.50 After Hours, Weekends & Holidays 8:00 A.M. to 5:00 P.M.
- C. Mark Up (%) Rate for PARTS: List price less 20%
- D. Mark Up (%) Rate for MATERIALS: Cost plus 30%

II- TROUBLE SHOOTING (PHONE) FEE PER HOUR: No charge

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: Service call \$60.00 Hourly, Starts on arrival

PLEASE STATE ALL WARRANTIES: 30 days on Hydro Systems Labor  
Manufacturers warranties on all parts

VENDOR / COMPANY NAME: Hydro Systems, Inc.

ADDRESS: 1501 N. 28th Street

CITY/STATE/ZIP CODE: Harlingen, TX 78550

PHONE NUMBER: 956-423-4932 FAX NUMBER: 956-423-4994

AUTHORIZED SIGNATURE: [Signature] PRINTED NAME: Don McGehee

TITLE: VP-Sales DATE: 7-16-08

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2008

PRODUCER (956)399-1353 FAX (956)399-2185  
Smith-Reagan Insurance Agency  
P O Box 1009  
148 N Sam Houston  
San Benito, TX 78586

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Hydro Systems, Inc.  
1501 N 28th Street  
Harlingen, TX 78550

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Assurance Company of America	19305
INSURER B:	Northern Ins Co of New York	19372
INSURER C:	Texas Mutual Insurance Company	0060
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	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAS43167866	03/12/2008	03/12/2009	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B		AUTOMOBILE LIABILITY	SBS01482449	03/12/2008	03/12/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OTHER THAN AUTO ONLY: EA ACC \$ AGG \$					
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE \$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP0001036323	11/08/2007	11/08/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
		<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 1,000,000	
		OTHER				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

## CERTIFICATE HOLDER

Hidalgo County  
2812 S Business 281  
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 \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
David Smith/CL2

*David Smith*

## 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.

Printed name of insured  
Printed name of producer  
Printed name of agent

**AI-10690**

**21.M.1.**

**HCSO-Water Softener System Maintenance Service Contract  
CC REGULAR**

**Date:** 08/26/2008  
**Submitted By:** Elena Gomez, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department **Purchasing only:** Sheriff's Office

**Information**

**CAPTION**

Requesting authority to award (from solicited sealed quotes) and approval of contract for "Water Softener System Maintenance Services" for Hidalgo County Sheriff's Office to lowest quote meeting all specification and/or requirements for a one (1) year term, but in no event to exceed the statutory bid limit of \$25,000.00 (RFSQ No. 2008-325)

**BACKGROUND**

Contract document reviewed and approved by legal counsel as to form.

**Fiscal Impact**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-423-21-280-002-0-431 ✓  
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y  
**BUDGETARY IMPACT:**  
 \$50,846.23 available balance as of 08/22/08.

**Attachments**

Link: [Contract](#)  
 Link: [Recommendation](#)  
[Memo](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:08 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:54 PM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 08:41 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 01:34 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV
Form Started By: Elena Gomez			Started On: 08/15/2008 04:42 PM	
Final Approval Date: 08/22/2008				