

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-11-017-03-15**

THIS CONTRACT is made and entered into this 28th day of April, 2011 by and between the County of Hidalgo, Texas ("County"), and **Victor T. Rios, a resident of Hidalgo County, Texas d/b/a Lumatec Lighting Service**, a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to request for bids for **"Roadway Light Fixtures and Maintenance (for Hidalgo County Precincts' Nos. 1 & 3)"** (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. 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 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.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this ____ day of _____, 2011.

COUNTY OF HIDALGO

By: 
Ramon Garcia, County Judge

SERVICE CONTRACT PAGE 4 OF 8

Approved by Commissioners' Court
on 3/15/11 Ro

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk

COMPANY: LomaTec Lighting Service
By: Victor T Rios
Printed Name: VICTOR T RIOS
Title: Owner

Approved by Commissioners Court on: 3-15-11

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

By: [Signature]

EXHIBIT "A" SPECIFICATIONS

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 bid 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 |

EXHIBIT “B” VENDOR’S BID


UTAH
2-9-2011
 9:42
 Witnessed


EXHIBIT "B"
HIDALGO COUNTY
(Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2011-017-02-09-CGA

BID PAGE

| Item | Qty. | Description | Unit Cost |
|------|------|------------------------------------------------------|-------------|
| 01. | 1 | LANE CLOSURE | \$ 5,000.00 |
| 02. | 1 | REMOVE AND REPLACE LUMINAIRE FIXTURES | \$ 425.00 |
| 03. | 1 | REPLACE WIRE AND FUSES | \$ 460.00 |
| 04. | 1 | REMOVE AND REPLACE PHOTO CELLS | \$ 95.00 |
| 05. | 1 | REMOVE AND REPLACE LAMPS | \$ 125.00 |
| 06. | 1 | REMOVE AND REPLACE BALLASTS | \$ 325.00 |
| | | SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS | |

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole \$ 5,000.00

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole \$ 150.00

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: \$ 2.50 **Per foot**

Rocky: \$ 3.25 **Per foot**

EXHIBIT "B"

OPENED
29.2011

**HIDALGO COUNTY
(Precinct No's. 1 & 3)-
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2011-017-02-09-CGA**

9:42
Witnessed

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

| Item | Summary of Labor and Equipment Classifications | Hourly Rates |
|------|------------------------------------------------|--------------|
| a. | Foreman | \$ 45.00 |
| b. | Electrician | \$ 30.00 |
| c. | Operator | \$ 35.00 |
| d. | Ground Men/ Labor | \$ 17.50 |
| e. | 12 Ton 56" JLG Crane | \$ 150.00 |
| f. | 4 Ton 46' Nat'l Crane with Bucket | \$ 125.00 |
| g. | Altec AM 660 Bucket 40' | \$ 100.00 |
| h. | Hi Ranger TDI 65 55' | \$ 125.00 |
| i. | 30 HP 360 Case Trencher/ Backhoe | \$ 120.00 |
| j. | 6010 Case Directional Drill up to 4" inch | \$ ----- |
| k. | 6010 Case Directional Drill up to 8" inch | \$ ----- |
| l. | Water Truck with Mud System | \$ ----- |
| m. | Dump Truck | \$ 75.00 |
| n. | 1 Ton Pick-up with Tools | \$ 50.00 |
| o. | Generator | \$ 100.00 |
| p. | Compressor | \$ 95.00 |
| q. | Digger Derrick | \$ 150.00 |
| r. | Vacuum Excavator | \$ ----- |

Bid
for
HIDALGO COUNTY
(Precincts No's. 1 & 3)

"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
BID NO.: 2011-017-02-09-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

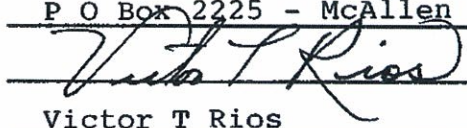
Bidder: Lumatec Lighting Service
Address: P O Box 2225 - McAllen TX 78502-2225
By: 
Printed Name: Victor T Rios
Title: Owner

EXHIBIT "C" INSURANCE REQUIREMENTS

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): 956 687-1286 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Essex Insurance Company</td> <td>39020</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Ins Co</td> <td>30104</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty</td> <td>31194</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Essex Insurance Company | 39020 | INSURER B : Hartford Underwriters Ins Co | 30104 | INSURER C : Travelers Property Casualty | 31194 | INSURER D : | | INSURER E : | | INSURER F : | |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------|-------|------------------------------------------|-------|-----------------------------------------|-------|-------------|--|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Essex Insurance Company | 39020 | | | | | | | | | | | | | | |
| INSURER B : Hartford Underwriters Ins Co | 30104 | | | | | | | | | | | | | | |
| INSURER C : Travelers Property Casualty | 31194 | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Lumatec Lighting Service P O Box 2225 McAllen, TX 78502 | | | | | | | | | | | | | | | |

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|-------------------------------------------|-------------|
| A | GENERAL LIABILITY | | | 3DE7787 | 03/29/2011 | 03/29/2012 | EACH OCCURRENCE | \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$5,000 |
| | <input checked="" type="checkbox"/> BI/PD Ded:500 | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | | | | | | | \$ |
| C | AUTOMOBILE LIABILITY | | | BA5943B49712SEL | 01/20/2012 | 01/20/2013 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | | | | | | AGGREGATE | \$ |
| | DED | | | | | | | \$ |
| | RETENTION \$ | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 65WECZT4482 | 01/22/2012 | 01/22/2013 | WC STATU-TORY LIMITS | OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT | \$500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**** Workers Comp Information ****
Proprietors/Partners/Executive Officers/Members Excluded:
 Victor Rios
**** Supplemental Name ****
 (See Attached Descriptions)

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Hidalgo County Purchasing Department (Precinct No's 1 & 3) 2812 S Business Hwy 281 Edinburg, TX 78539 | CANCELLATION 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 |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Schedule of Commercial Vehicles

Print Date: 03/07/12

Client Name and Address

Lumatec Lighting Service
 P O Box 2225
 McAllen, TX 78502

Company

Travelers Property Casual
 Policy Number
 BA5943B49712SEL

Agency Name and Address

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

Effective Date 01/20/12
 Expiration Date 01/20/13

| Veh. # | Clt. # | 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 | | 1999 Ford F800 Truck McAllen, TX78505 | TK | 45000 | | 3FEXF8014XMA13479 | TX | 01/20/12 | 1045.00 |
| 3 | | 1990 Chevrolet Bucket McAllen, TX78502 | TK | 20000 | | 1GBL7H1J1LJ201133 | TX | 01/20/12 | 939.00 |
| 4 | | 1989 Ford Digger McAllen, TX78502 | TRUCK | 45000 | | 1FDXR82A5KVA08508 | TX | 01/20/12 | 1401.00 |
| 6 | | 2000 Ford F350 McAllen, TX78502 | PU | 20000 | | 3FDWF36F1YMA26262 | TX | 01/20/12 | 939.00 |
| 7 | | 2008 Ford F150 McAllen, TX78502 | PU | 10000 | | 1FTRF12278KFP05897 | TX | 01/20/12 | 1120.00 |
| | | | | \$23,350 | \$1,000 | \$1,000 | | | |

From: [Martha Salazar](#)
To: ["Cris Villarreal "](#)
Subject: FW: Lumatec Contract
Date: Monday, February 28, 2011 12:39:19 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, February 28, 2011 12:03 PM
To: 'Martha Salazar'
Subject: RE: Lumatec Contract

If the list of vehicles is part of the insurance certificate then the contract is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, February 28, 2011 9:45 AM
To: 'Steve Crain'
Subject: FW: Lumatec Contract

Mr. Crain,
Can you please review for approval as to form

Thank you.

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Monday, February 28, 2011 9:35 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Lumatec Contract

Marty,
I have attached the list of vehicles as requested by legal regarding the contract for Lumatec. Please forward to legal for review.

Thank you,
Cris

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 23, 2011 5:06 PM
To: 'Cris Villarreal '
Subject: FW: Two Contracts

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 23, 2011 4:38 PM
To: 'Martha Salazar'
Subject: RE: Two Contracts