

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-13-014-04-09

THIS CONTRACT is made and entered into this 9th day of April, 2013 by and between the County of Hidalgo, Texas ("County"), and **Victor T. Rios, a resident of Hidalgo County, 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, 2013** and ending **April 27,**

2014 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
 302 W. University Drive
 Edinburg, Texas 78539

If to Company **Lumatec Lighting Service**
 Attn.: Victor T. Rios, Owner
 PO 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in

writing executed by the parties hereto, and not otherwise.

18. **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 _____, 2013.

COUNTY OF HIDALGO

By: Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/9/13 ro

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo, Jr. County Clerk

COMPANY: LUMATEC LIGHTING SERVICE

By: Victor P Rio

Printed Name: Victor P Rio's

Title: Owner

Approved by Commissioners Court on: 4-9-2013

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: SH

EXHIBIT "A"

SPECIFICATIONS

Exhibit "A"
HIDALGO COUNTY (Precinct Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2013-014-02-27-MEG

SCOPE OF WORK:

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.

LOCATION: Pct 1

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.

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. 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".
5. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.
6. The following price schedule will be utilized throughout the agreement period to pay for services.
7. 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.
8. 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.

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RFB NO.: 2013-014-02-27-MEG

9. 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.
10. 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".

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.

REQUIREMENTS:

1. 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.
2. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.
3. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.
4. 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.
5. 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.

STANDARD TERMS & CONDITION:

1. Term of contract is for one (1) year period with County's option to renew contract for an additional one (1) year under the same rates, terms and conditions.
2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Exhibit "A"
HIDALGO COUNTY (Precinct Nos. 1 & 3)
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5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.
6. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
8. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).
9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action. In cases of discrepancy between unit price and extension, the unit price shall govern.
11. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders

Exhibit "A"
HIDALGO COUNTY (Precinct Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
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received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

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.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday February 19, 2013 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday February 22, 2013.

Exhibit "A"
HIDALGO COUNTY (Precinct Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
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HIDALGO COUNTY Pct 1 (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

HIDALGO COUNTY Pct 3 (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

EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
HIDALGO COUNTY (Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2013-014-02-27-MEG

BIDDER/COMPANY NAME: Lumatec Lighting Service

ADDRESS: P.O. Box 2225

CITY/STATE/ZIP CODE: M McAllen, TX 78502

PHONE & FAX NO.'S: 956-664-1854 / 956-664-9981

CELL PHONE: 956-605-1932

AUTHORIZED SIGNATURE: *Victor T. Rios*

PRINTED NAME: Victor T. Rios

TITLE: Owner

EMAIL: lumateclighting2000@yahoo.com

OPENED

9:45

2-27-13
Witnessed

[Signature]

EXHIBIT "B"
HIDALGO COUNTY (Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2013-014-02-27-MEG

BID PAGE

NIGP CODE: 285-05

Item	Qty.	Description	Unit Cost
01.	1	Lane Closure	\$5,000.00
02.	1	Remove and Replace Luminaries 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
	1	See Attached Specifications for General Requirements	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaries, 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

OPENED
9:45
2-27-13
Witnessed
[Signature]

EXHIBIT "B"
HIDALGO COUNTY (Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
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COPY

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	\$ 55.00
b.	Electrician	\$ 45.00
c.	Operator	\$ 40.00
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'	\$ 125.00
h.	Hi Ranger TDI 65 55'	\$ 125.00
i.	30 HP 360 Case Trencher/ Backhoe	\$ 125.00
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	\$ 75.00
o.	Generator	\$ 125.00
p.	Compressor	\$ 100.00
q.	Digger Derrick	\$ 150.00
r.	Vacuum Excavator	\$ ----

OPENED

9.45

2-27-13

Witnessed



EXHIBIT "C"

INSURANCE REQUIREMENTS

Zimbra

cris.ayala@co.hidalgo.tx.us

Fwd: Contract for Roadway Fixtures and Equipment

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Apr 02, 2013 03:49 PM
Subject : Fwd: Contract for Roadway Fixtures and Equipment
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>, Elena Gomez <elena.gomez@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, March 28, 2013 11:23:09 AM
Subject: RE: Contract for Roadway Fixtures and Equipment

This insurance certificate is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, March 28, 2013 10:43 AM
To: Steve Crain
Cc: Cris Ayala; Elena Gomez
Subject: Fwd: Contract for Roadway Fixtures and Equipment

Mr. Crain:
Read below and please review and comment as to form.
THanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Thursday, March 28, 2013 10:37:43 AM
Subject: Fwd: Contract for Roadway Fixtures and Equipment

Ms. Marty,
Attached is the new insurance certificate including the schedule of autos in reference to the contract with Lumatec. Please forward to legal for review.

Thank you,
Cris

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>

From: [Martha Salazar](mailto:Martha.Salazar@co.hidalgo.tx.us)
To: "[Cris Villarreal](mailto:Cris.Villarreal@co.hidalgo.tx.us)"
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance
Date: Thursday, January 24, 2013 11:52:14 AM

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Thursday, January 24, 2013 8:43 AM
To: 'Martha Salazar'
Subject: RE: Draft Contract for Roadway Light Fixtures and Maintenance

The contract is fine.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Wednesday, January 23, 2013 5:12 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance
Importance: High

Correction complete. Please review and comment as to form.
Marty

From: Cris Villarreal [<mailto:cris.villarreal@co.hidalgo.tx.us>]
Sent: Wednesday, January 23, 2013 4:55 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance
Importance: High

Ms. Marty,

I have revised the document as requested. Please have legal review.

Thank you,
Cris

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Wednesday, January 23, 2013 4:24 PM
To: 'Cris Villarreal'; 'Elena Gomez'
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance
Importance: High

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Wednesday, January 23, 2013 3:44 PM
To: 'Martha Salazar'
Subject: RE: Draft Contract for Roadway Light Fixtures and Maintenance

c) Selection and engagement of an architect for the construction of additional pods

APPROVED

3. AI-37636 Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct 1 & 3 -Roadway Light Fixtures & Maintenance- RFB No. 2013-014-02-27-MEG.

4. AI-38043 Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Hot Mix Cold Laid Road Material" through project No.: 2013-012-02-20-13-SGS.

5. AI-38041 Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for: Hidalgo County-"Type D Hot Mix Asphalt (Gravel & Limestone)" through Bid No.: 2013-011-02-20-SGS.

6. AI-38058 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural service providers for Schematic Design Phase for a New Hidalgo County Courthouse Facility;

	Alcocer Garcia	Gignac & Assoc., LLP	ERO Architects	Dannenbaum Engineering Company
Evaluator 1	87	92	99	89
Evaluator 2	78	93	97	86
Evaluator 3	77	90	97	82
Evaluator 4	78	93	98	86
Evaluator 5	79	88	99	92
TOTAL AVERAGES	79.80	91.20	98	87
Ranking	4	2	1	3

c. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of ERO for the provision of professional architectural services Schematic Design Phase for a New Hidalgo County Courthouse Facility.

7. AI-37922 a. Acceptance and approval of an Interlocal Cooperation Agreement between Denton County, Texas and Hidalgo County, Texas for the purposes of Denton County to transfer two (2) surplus ballot cabinets to Hidalgo County in accordance with Texas Local Government Code §263.152; and