

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-245-07-31

THIS CONTRACT is made and entered into this 31st day of JULY, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling Service, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Hauling Services for ALL Road Materials (Excluding Hot-Mix) for Hidalgo County Precinct No. 4** " (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" respectively, and incorporated herein for all purposes (the "Specifications"); 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 agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 4**. 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. 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 beginning July 31, 2007 and ending on July 30, 2008 with the County's option to extend for an additional one (1) year period under the same rates, terms and conditions. (Prices must remain firm during the contract 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 trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano, 2nd Floor (Admn. Bldg.)
 Edinburg, Texas 78539

If to Company **Roy's Hauling Service, Inc.**
 Attn: Roy Balderas, Jr.
 PO Box 1896
 Edinburg, Texas 78539

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.

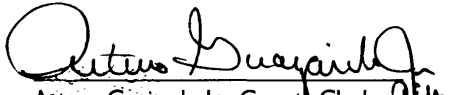
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 31st day of July, 2007.

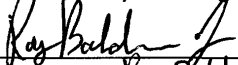
COUNTY OF HIDALGO

By: 
Juan D. Salinas, III, County Judge

ATTEST:


Arturo Guajardo Jr., County Clerk

COMPANY: Roy's Hauling Services, Inc.

By: 
Printed Name: Roy Balderas Jr
Title: Vice-Pres

Approved by Commissioners' Court on July 31, 2007.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

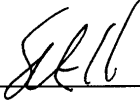
By: 

EXHIBIT "A" SPECIFICATIONS

EXHIBIT "A"

**HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES OF ALL ROAD MATERIALS"
(EXCLUDING HOT-MIX)
BID NO.: 2007-245-07-18-LRM**

SPECIFICATIONS

1. All hauling of all road materials will be within Hidalgo County Precinct No. 4 area and shall be awarded on a per ton basis and will haul along with Precinct No. 4 forces. Hauling services will be requested on an **as needed basis** by the precinct.
2. Road material (i.e. crushed caliche, pit run caliche) will be hauled from awarded vendor's pit location.
3. Vendors stated are presently on Contract for the materials however, vendors may change due to Contract expiration during the term of this bid. Awarded hauler(s) will be advised. The following locations are the present awarded vendors for Caliche Material. Contracts, at the County's sole discretion, may be extended for an additional sixty (60) days.
 - A) The following locations is the current awarded vendor for: Crushed Caliche:
 - i) Martin Marietta Materials – 2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pinn Linn TX
 - ii) Frontera Materials –Reavis Pit
Contract Expires March 2, 2008
 - B) The following location is the current awarded vendor for: Pit -Run Caliche:
 - i) Roy's Hauling Service- Big 5 Pit and Pit 3- Big 5 Pit located 4 miles North of Fm 1925 on Big 5 Road.
 - ii) San Manuel Pit3 located 3 Miles West of US 281 on FM 1017 to FM 3250; then 1 Mile South on FM 3250, pit located on West Side.
Contract Expires November 17, 2007
4. Bid price must be on a per ton basis.
5. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
6. **Contract Term:** The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional (1) one year under the same rates, terms and conditions. Prices must remain firm during the contract term.

7. Hidalgo County Precinct No. 4 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.
8. Hauling of Road Material will be done by Precinct No. 4 forces along with awarded vendor, when required.
9. Hidalgo County Precinct No. 4 is requesting a minimum of **Ten (10) available hauling trucks** as described below, **including Five (5) vendor owned** providing proof of ownership (copy of title) along with your bid submittals. Trucks should be available on an as needed basis with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates, ownership, and capacity of your hauling trucks on **Exhibit A**.
 - A) Seven (7) operable hauling trailers.
 - B) Three (3) to Five (5) operable hauling tandem trucks.
10. The Bidder awarded the contract shall not engage the services of a subcontract without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit C).
11. Insurance Certificates (Exhibit "C") must be submitted to Precinct No. 4 with copies to the Purchasing Department for approval prior to any services being performed by the awarded bidder and the subcontractor.
12. 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 days written notice prior to cancellation.

ADDITIONAL INFORMATION:

Further information regarding this project can be addressed to Mr. Juan Manuel Carranza/ Chief Administrative Assistant, Hidalgo County Precinct No. 4 through the Hidalgo County Purchasing Department through Laura Renteria-Moya, Buyer. 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, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile by no later than, Wednesday, JULY 11, 2007, 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 JULY 13, 2007.

EXHIBIT "B"
VENDOR'S BID PRICE



PURCHASING DEPARTMENT
County Of Hidalgo

July 24, 2007

Roy's Hauling Service Inc
Roy Balderas Jr.
P.O. Box 1896
Edinburg, Texas 78540

Re: Bid 07-245-07-18-LRM "Hidalgo County Precinct No 4 Hauling Services all Road Materials"

Dear Mr. Saenz,

The Dates on Exhibit "B" were incorrect on Part II of the Clarification should have been read as July 16, 2007 not July 11, 2005.

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO 4

At the time of bid openings South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 4 is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for July 16, 2007. For each 10% (increase or decrease) in the OPIS Index of **July 17, 2007** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

Clarification, acceptance and acknowledgment from you is required in determining award of bid and we ask that you please sign and return this form. Should you have any questions or concerns please do hesitate in contacting me at (956) 318-2626 or (956) 292-7000 ext 4860.

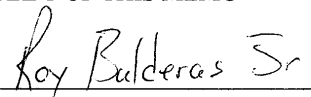
Sincerely

Laura Renteria-Moya
Buyer II

PLEASE ACKNOWLEDGE YOUR RECEIPT OF THIS MEMO



Authorize Signature



Print Name

EXHIBIT "B"
HIDALGO COUNTY PRECINCT # 4
"HAULING OF ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO: 2007-245-07-18-LRM
BID PAGE FORM

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	\$ 3.00	25%	.75
Road Materials / Location of Plant:	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current / Base Fuel Cost
Crushed Caliche: Martin Marietta Materials & Frontera Materials Listed vendors are subject to be changed upon material contract expiration			
1.) 2 Miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pinn Linn, TX	\$ 2.93	75%	\$ 2.20
2) Reavis Pit	\$ 6.25	75%	\$ 4.69
Pit - Run Caliche - Roy's Hauling Listed vendors are subject to be changed upon material contract expiration			
1). Big Five Pit: 4 Mile N. of FM 1925 on Big Five Road. 2). San Manuel Pit: 3 Mile W. of US 281 on FM 1017 to FM 3250, then 1 mile south on FM 3250, pit located on West Side.	\$ 2.40	75%	\$ 1.80

Vendor understands that the County at its sole action can extend this bid for an additional one (1) year term under the same rates, terms and conditions.

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid openings South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 4 is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for July 16, 2007. For each 10% (increase or decrease) in the OPIS Index of July 11, 2005 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

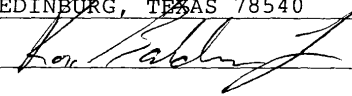
In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 4 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice. Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Company Name: ROY'S HAULING SERVICE, INC.

Address: P.O. BOX 1896

City/State/Zip Code: EDINBURG, TEXAS 78540

Signature of Bidder: 

Printed Name and Title: ROY BALDERAS JR. - VICE-PRESIDENT

Phone and Fax Numbers: PH(956)383-2206 FAX(956)383-2569

Date: 07/17/07

EXHIBIT "C"
INSURANCE CERTIFICATE

Client#: 9117

ROYSHAU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/08/07
PRODUCER Hibb Rogal & Hobbs (956)682-9423 FAX(956)687-1286 1400 N McCoil Rd Suite 105 McAllen, TX 78501		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 Roy's Hauling Service P O Box 1896 Edinburg, TX 78540		INSURERS AFFORDING COVERAGE INSURER A: USF Insurance Company NAIC # 25887 INSURER B: Texas Mutual Insurance Company 22945 INSURER C: INSURER D: INSURER E:

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.						
INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PPD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LGBGL55082	10/27/06	10/27/07	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES (EA Occurrence)	\$100,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT (EA accident)	\$
					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 AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF0001155668	03/31/07	03/31/08	WC STATUS-TORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$500,000
					E.L. DISEASE - EA EMPLOYEE	\$500,000
					E.L. DISEASE - POLICY LIMIT	\$500,000

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

CERTIFICATE HOLDER County of Hidalgo 100 E. Cano, 4th Floor Edinburg, Texas 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAME() 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 <i>Brian E Davis</i>
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Client#: 9117

ROYSHAU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER VALMOR INSURANCE AGENCY 1303 N. 10th STREET, STE 1 - MCALLEN, TEXAS 78501		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 ROY'S HAULING SERVICE P.O. BOX 1896 EDINBURG, TEXAS 78540		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: UNITRIN CO. MUTUAL INS.	
		INSURER B:	
		INSURER C:	
		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	TR	INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FCNCCV2300075	08/16/07	08/16/08	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 AUTO ONLY: EA ACC \$ AGG \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> BOTH <input type="checkbox"/> OR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER COUNTY OF HIDALGO 100 E. CANO, 4th Floor EDINBURG, TEXAS 78539 FAX: (956)318-2629	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 <i>Marlene Duran</i>
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TEXAS COMMERCIAL LIABILITY INSURANCE CARD	
Name and Address of Insured Nombre y Direccion del Asegurado ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Insurance Company - Compañia de Seguro Unitrin County Mutual Insurance Company Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
	Agent - Agente VALMOR INS AGCY INC 956-630-3081
	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 1995 MACK TRACTOR 1M1AA12Y8SW044810
Policy Number - Numero de Poliza FCNCCV2300075-01	
Effective Date - Fecha Efectiva 08/16/2006	
Expiration Date - Fecha de Expiracion 08/16/2007	
<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>	<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	Insurance Company - Compañia de Seguro Unitrin County Mutual Insurance Company
Name and Address of Insured Nombre y Direccion del Asegurado ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
Policy Number - Numero de Poliza FCNCCV2300075-01	Agent - Agente VALMOR INS AGCY INC 956-630-3081
Effective Date - Fecha Efectiva 08/16/2006	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 1999 MACK TRACTOR 1M1AA12Y9XW111180
Expiration Date - Fecha de Expiracion 08/16/2007	<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>
<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>	

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	
Name and Address of Insured Nombre y Direccion del Asegurado ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Insurance Company - Compañia de Seguro Unitrin County Mutual Insurance Company Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
	Agent - Agente VALMOR INS AGCY INC 956-630-3081
	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 2000 MACK TRACTOR 1M1AA13Y2YW131349
	Policy Number - Numero de Poliza FCNCCV2300075-01
Effective Date - Fecha Efectiva 08/16/2006	<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>
Expiration Date - Fecha de Expiracion 08/16/2007	
<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>	

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	
Name and Address of Insured Nombre y Direccion del Asegurado ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Insurance Company - Compañia de Seguro Unitrin County Mutual Insurance Company Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
	Agent - Agente VALMOR INS AGCY INC 956-630-3081
	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 1988 INTERNATIONAL TRACTOR 2HSFHAER3WC044857
Policy Number - Numero de Poliza FCNCCV2300075-01	
Effective Date - Fecha Efectiva 08/16/2006	
Expiration Date - Fecha de Expiracion 08/16/2007	
<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>	<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD		Insurance Company - Compania de Seguro Unitrin County Mutual Insurance Company	
Name and Address of Insured Nombre y Direccion del Asegurado ROY'S HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540		Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)	
		Agent - Agente VALMOR INS AGCY INC 956-630-3081	
		Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 1999 INTERNATIONAL TRACTOR 2HSFHAER0XC066851	
Policy Number - Numero de Poliza FCNCCV2300075-01			
Effective Date - Fecha Efectiva 08/16/2006			
Expiration Date - Fecha de Expiracion 08/16/2007			
<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>		<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>	

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	Insurance Company - Compañia de Seguro Unitrin County Mutual Insurance Company Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
Name and Address of Insured Nombre y Direccion del Asegurado ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Agent - Agente VALMOR INS AGCY INC 956-630-3081
Policy Number - Numero de Poliza FCNCCV2300075-01	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 2000 INTERNATIONAL TRACTOR 2HSFTAER0YC037950
Effective Date - Fecha Efectiva 08/16/2006	
Expiration Date - Fecha de Expiracion 08/16/2007	
<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>	<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

FORM: SDOCS.IDCARD

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	Insurance Company - Compañia de Seguro Unitrin County Mutual Insurance Company
Name and Address of Insured Nombre y Direccion del Asegurado ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
Policy Number - Numero de Poliza FCNCCV2300075-01	Agent - Agente VALMOR INS AGCY INC 956-630-3081
Effective Date - Fecha Efectiva 08/16/2006	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 2000 INTERNATIONAL TRACTOR 2HSFTAER9YC037946
Expiration Date - Fecha de Expiracion 08/16/2007	This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.
<p style="text-align: center;">KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION</p>	

Esta póliza proporciona las cantidades mínimas de seguro de responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	Insurance Company - Compañia de Seguro Unitrin County Mutual Insurance Company
Name and Address of Insured Nombre y Direccion del Asegurado ROY'S HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
Policy Number - Numero de Poliza FCNCCV2300075-01	Agent - Agente VALMOR INS AGCY INC 956-630-3081
Effective Date - Fecha Efectiva 08/16/2006	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 2001 STERLING TRACTOR 2FWJA3AV71AH86157
Expiration Date - Fecha de Expiracion 08/16/2007	<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>
<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>	

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	Insurance Company - Compañia de Seguro Unitrin County Mutual Insurance Company
Name and Address of Insured Nombre y Direccion del Asegurado ROY'S HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
Policy Number - Numero de Poliza FCNCCV2300075-01	Agent - Agente VALMOR INS AGCY INC 956-630-3081
Effective Date - Fecha Efectiva 08/16/2006	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 2001 STERLING TRACTOR 2FWJA3AV21AH88205
Expiration Date - Fecha de Expiracion 08/16/2007	
<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>	

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	Insurance Company - Compañia de Seguro Unitrin County Mutual Insurance Company Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
Name and Address of Insured Nombre y Direccion del Asegurado ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Agent - Agente VALMOR INS AGCY INC 956-630-3081 Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 1991 INTERNATIONAL TRACTOR 2HSFHG2R0MC049129
Policy Number - Numero de Poliza FCNCCV2300075-01	
Effective Date - Fecha Efectiva 08/16/2006	
Expiration Date - Fecha de Expiracion 08/16/2007	
<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>	<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD

Name and Address of Insured
Nombre y Direccion del Asegurado
ROYS HAULING SERVICE INC
PO BOX 1896
EDINBURG TX 78540

Insurance Company - Compania de Seguro
Unitrin County Mutual Insurance Company
Executive Center II
8360 LBJ Freeway, Dallas, TX 75243
(800) 456-1919 (Claims and Customer Service)

Agent - Agente
VALMOR INS AGCY INC
956-630-3081

Year Vehicle Make / Model
Ano Marca de Vehiculo / Modelo
1991 INTERNATIONAL TRACTOR
2HSFHG2RXMC050983

Policy Number - Numero de Poliza
FCNCCV2300075-01

Effective Date - Fecha Efectiva
08/16/2006

Expiration Date - Fecha de Expiracion
08/16/2007

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Texas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	
Name and Address of Insured Nombre y Direccion del Asegurado ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Insurance Company - Compania de Seguro Unitrin County Mutual Insurance Company Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
	Agent - Agente VALMOR INS AGCY INC 956-630-3081
	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 2000 PETERBILT DUMP TRUCK 1XPCDU9X4YD483178
Policy Number - Numero de Poliza FCNCCV2300075-01	
Effective Date - Fecha Efectiva 08/16/2006	
Expiration Date - Fecha de Expiracion 08/16/2007	
<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>	<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Tejas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

TEXAS COMMERCIAL LIABILITY INSURANCE CARD	Insurance Company - Compania de Seguro Unitrin County Mutual Insurance Company Executive Center II 8360 LBJ Freeway, Dallas, TX 75243 (800) 456-1919 (Claims and Customer Service)
Name and Address of Insured Nombre y Direccion del Asegurado ROYS HAULING SERVICE INC PO BOX 1896 EDINBURG TX 78540	Agent - Agente VALMOR INS AGCY INC 956-630-3081
Policy Number - Numero de Poliza FCNCCV2300075-01	Year Vehicle Make / Model Ano Marca de Vehiculo / Modelo 2000 PETERBILT TRUCK TRACTOR 1XPCDU9X5YD483173
Effective Date - Fecha Efectiva 08/16/2006	
Expiration Date - Fecha de Expiracion 08/16/2007	
<small>This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insured and may provide coverage for other persons and other vehicles as provided by the insurance policy.</small>	<small>Esta póliza proporciona las cantidades mínimas de seguro responsabilidad requerida por el acto de la responsabilidad de la seguridad del vehículo de motor de Tejas para el vehículo especificado y los asegurados nombrados y puede proporcionar la cobertura para otras personas y otros vehículos en la manera prevista por la póliza de seguro.</small>

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

2. **Presentation for discussion, consideration and action to award to the lowest bidder and approval of contract for bid No 2007-245-07-1 8-LRM Hauling Services of all Road Materials meeting all requirements and specifications.**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval for Roy's Haulings.

3. **Approval of Request for Payment No. Five in the amount of \$12,038.00, from V-A Architecture, contracted architect for "New Offices for Hidalgo County Pct. 4." C-07-033-04-1 7**

NO ACTION taken on this item.

4. **A. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 27073 in the amount of \$ 1,747.50 from NOE GARZA ENGINEERS, INC. in connection with Contract No. C-05-252-07-19- Street Improvements for Rojas Road for Precinct No. 4.**

B. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 27074 in the amount of \$ 1,727.25 from NOE GARZA ENGINEERS, INC. in connection with Contract No. 0-05-252-07-19- Street Improvements for Thompson Road for Precinct No. 4.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

5. **Presentation for consideration, discussion acceptance and approval of Work Authorization No. 1 in the amount of \$ 2,300.00 with QUINTANILLA, HEADLEY & ASSOCIATES. INC. for Paved/Un-Paved Projects" (On an As Needed Basis) -Hidalgo County Precinct No. 4, in connection with Contract No.C-07-131-07-24**

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

D. IT Department:

1. **Requesting authority to purchase computer equipment and peripherals from state awarded vendor through our participation with TBPC Cooperative Purchasing Programs:**

A. CALENCE, LLC-DIR-SDD-236 through requisition #114507 for the total of \$40,922.40 with authority for County Judge to execute scope of work as required by vendor;

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

2. **Presentation for discussion, consideration and authority to purchase from TAG Americas, Inc for the "Access Control and Surveillance Equipment" through our participation with TCPN, contract No. R4788 for: "Hidalgo County New Administration Building" in an amount not to exceed \$ 149,288.39.**

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