



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 **September 30, 2008** and ending **September 29, 2009** with the County's option to extend for an additional one (1) year period "**On an As Needed Basis**" 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, 2<sup>nd</sup> Floor**  
  **Edinburg, Texas 78539**

If to Company:                 **Roy's Hauling Service Inc.**  
  **Attn: Roy Balderas Jr., Vice President**  
  **P. O. Box 1896**  
  **Edinburg, Texas 78540**

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.

Executed effective as of the date and year first above written.

Approved by Commissioners' Court on \_\_\_\_\_, 2008.

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk  
Date: \_\_\_\_\_

**COMPANY:  
Roy's Hauling Service, Inc.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.)  
By: SAH \_\_\_\_\_  
Date: 9-25-08 \_\_\_\_\_

## EXHIBIT "A"

### HIDALGO COUNTY PRECINCT NO. 4 "HAULING SERVICES OF ALL ROAD MATERIALS" (EXCLUDING HOT-MIX) BID NO.: 2008-317-09-10CGV

#### SPECIFICATIONS AND/OR TERM AND CONDITIONS:

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 materials (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 So. of Intersection FM 1017 to FM 3250 on 3250 Jericho Pinn, Linn, Tx  
***Contract expires:*** **March 2, 2009**
    - ii. **Frontera Materials:** 490 Pit & Reavis Pit :(490 Pit--2.5 miles N of US 281 and 4 miles West on FM 490)  
(Reavis Pit: 2 ½ miles N from Intersection Hwy 83 and FM 2221)  
***Contract expires:*** **March 3, 2009**
  - 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 - Pit 3:** Located 3 miles West of US 281 on FM 1017 to FM3250; then 1 Mile South on FM 3250, pit located on West Side.  
***Contract expires:*** **October 1, 2008**
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. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
10. Insurance Certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).
11. **All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.**

#### **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 approval price change shall be honored for all orders 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) **Time frame 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:**

- Further information regarding this project can be addressed to Mr. Juan Manuel Carranza, Chief Administrator, Hidalgo County Precinct No. 4. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- All written inquiries will be accepted via facsimile no later than, Wednesday, September 3, 2008 at 5:00 P.M., at (9056) 316-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, September 5, 2008.

Bid  
for  
**Hauling Services of All Road Materials**  
**Bid No: 2008-317-09-10CGV**  
September 10, 2008

SEP 17 2008

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 So. Business Hwy 281- New Administration Building  
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,

Administrative

Bidder: ROY'S HAULING SERVICE, INC.

Address: P.O. BOX 1896, EDINBURG, TEXAS 78540

By: *Roy Balderas Jr*

Printed Name: ROY BALDERAS JR.

Title: VICE-PRESIDENT

# EXHIBIT "B"

## HIDALGO COUNTY PRECINCT # 4 "HAULING OF ROAD MATERIALS (EXCLUDING HOT-MIX)" BID NO: 2008-317-09-10-CGV **BID PAGE FORM**

**Information to Bidder:**

All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

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

<i>SAMPLE:</i>	\$ 3.00	25%	.75
Road Materials / Location of Plant:	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current / Base Fuel Cost
<b><u>Crushed Caliche:</u></b> 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	\$ 5.20	75%	3.90
2.) 490 & Reavis Pit *	\$ 6.25	75%	4.69
<b><u>Pit - Run Caliche</u></b> - Roy's Hauling Listed vendors are subject to be changed upon material contract expiration			
1.) <u>Big Five Pit:</u> 4 Mile N. of FM 1925 on Big Five Road.	\$ 3.94	75%	2.96
2.) <u>San Manuel Pit:</u> 3 Mile W. of US 281 on FM 1017 to FM 3250, then 1 Mile south on FM 3250, Pit located on West Side.			

**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 September 9, 2008. For each 10% (increase or decrease) in the OPIS Index of September 9, 2008 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.**

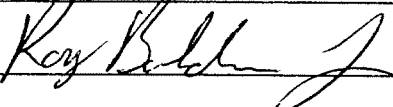
**Term:** Contract is for an initial period of one (1) year from bid award date. Vendor understands that the County at its sole action can extend this bid for an additional one (1) year term under the same rates, terms and conditions.

Vendor acknowledgement 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: ROY BALDERAS JR.

Title: VICE-PRESIDENT

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

Cell Phone Number: \_\_\_\_\_

Date: SEPTEMBER 9, 2008



PURCHASING DEPARTMENT  
County Of Hidalgo

September 9, 2008

**RE: ADDENDUM NO.1**  
**FOR BID No.: 2008-317-09-10-CGV**  
**"HIDALGO COUNTY PCT. 4- HAULING**  
**SERVICES OF ALL ROAD MATERIALS.**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY - request for bids for "HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4"**.

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY-HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4"**.

Thank you for your prompt attention to this matter.

*Martha L. Salazar*

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Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY:

*Ros Balderon*

---

ADDENDUM NO. 1  
ACKNOWLEDGMENT OF RECEIPT

MLS/cgv

Enclosures

# ADDENDUM NO. 1

September 9, 2008

"HIDALGO COUNTY-  
HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4

BID NO.: 2008-317-09-10-CGV

Bid Opening Date: September 10, 2008

**NEW BID OPENINGS DATE: September 17, 2008**

## PLEASE NOTE CHANGES AS FOLLOWS:

### No. 1 EXTENSION OF BID OPENINGS DATE

FROM: SEPTEMBER 10, 2008

TO: SEPTEMBER 17, 2008

### No. 2 Modifications to 'Exhibit A' under Specifications and/or Terms and Conditions to include the following:

12. 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 Attachment A.
- Seven (7) operable hauling trailers.
  - Three (3) to Five (5) operable hauling tandem trucks.

13. 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).

I, Roy Balderas Jr., acknowledge receipt of ADDENDUM NO. 1 dated, September 9, 2008, for RFB-"HIDALGO COUNTY -HAULING SERVICES OF ALL ROAD MATERIALS-PCT. 4", bid opening date modifications.

ROY BALDERAS JR.

Printed Bidder Name

09/10/2008

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/08

**PRODUCER**  
VALMOR INSURANCE AGENCY  
1303 N. 10th St., Suite 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.

**INSURERS AFFORDING COVERAGE** NAIC #

**INSURED**  
ROY'S HAULING SERVICE, INC.  
P.O. BOX 1896  
EDINBURG, TEXAS 78540

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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <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"/> PRO-JECT <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		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input 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	08/16/08	08/16/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,010 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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**  
 1991 INTL #7044, 1985 INTL #3732, 1998 INTL #4857, 1999 INTL #6851  
 1999 MACK #1180, 2000 INTL #7950, 2000 INTL #7946, 2000 MACK #1349  
 2000 PETE #3178, 2000 PETE #3173, 2000 PETE #3206, 2000 PETE #3207

**CERTIFICATE HOLDER**  
 COUNTY OF HIDALGO  
 2802 S. BUSINESS HWY 281  
 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 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  
*Maikel Luna*

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/08

**PRODUCER**  
Hilb Rogal & Hobbs  
(956)682-9423 FAX(956)687-1286  
1400 N McColl 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		NAIC #
INSURER A:	USF Insurance Company	25887
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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> B/I/PD Ded:500  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LGBGL72455	09/11/08	09/11/09	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 - COMPROP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <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)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS	OTH-ER
						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  
2802 S Business Hwy 281  
Edinburg, TX 78539

**CANCELLATION**

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

*Brian P. Davis*

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/14/08

PRODUCER <b>Hilb Rogal &amp; Hobbs</b> (956)682-9423 FAX(956)687-1286 1400 N McColl 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  <b>Roy's Hauling Service</b> P O Box 1896 Edinburg, TX 78540	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">INSURERS AFFORDING COVERAGE</td> <td style="width:20%;">NAIC #</td> </tr> <tr> <td>INSURER A: <b>Texas Mutual Insurance Company</b></td> <td><b>22945</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Texas Mutual Insurance Company</b>	<b>22945</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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**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 LTR	ADD'L INSR	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"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 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  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<b>A</b>		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, descr.be under SPECIAL PROVISIONS below OTHER	<b>TSF0001189521</b>	<b>04/02/08</b>	<b>04/02/09</b>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$500,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$500,000</b> E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>

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

**CERTIFICATE HOLDER**

**County of Hidalgo**  
**2802 S Business Hwy 281**  
**Edinburg, TX 78539**

**CANCELLATION**

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

*Ryan P. Davis*