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## R. Gutierrez Engineering Corporation – Firm 486

October 19, 2011

Oscar Garza, Program Coordinator  
Hidalgo County Purchasing Department  
New Administration Building  
2802 S. Business Hwy 281  
Edinburg, Texas 78539

RE: McColl Road Off-Site Drain Ditch – Excavation Quantities

Dear Mr. Garza:

As per your request, the estimated excavation volumes for the McColl Road Off Site Drain Ditch are 82,200 cubic yards of Fill Dirt. The quantities do not differentiate between “Top Soil” and “Fill Dirt” because during construction, the contractor is not going to separate the different type of soils.

The location of the project is in the general vicinity of the intersection of McColl Road and Thomas Road. A map is attached.

I hope this provides you with the information you need. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,



Ramiro Gutierrez, P.E.  
President

cc: Hector “Tito” Palacios, Commissioner Pct 2  
Files



# EXHIBIT "A" SPECIFICATIONS

## HIDALGO COUNTY PRECINCT NO. 2

### "SALE OR EXCHANGE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS IN PRECINCT NO. 2 DRAINAGE IMPROVEMENT PROJECT" FROM : "So. McColl Offsite Drain" located at the intersection of McColl Rd. & Thomas Rd BID NO.: 2011-285-11-16-OGG

The following are the minimum specifications for "Sale or Exchange, Removal and Hauling of Fill Dirt/Loose materials in Precinct No. 2 Drainage Improvement Project" from: "South McColl Offsite Drain" located at the intersection of McColl Rd. & Thomas Rd

#### PROJECT OVERVIEW:

Hidalgo County Precinct #2 is in the process of excavating on the following location:

1. 82,200 Cubic Yards located on the general vicinity of the intersection of McColl Rd & Thomas Rd.

(REFER TO ATTACHED MAP FOR PHYSICAL LOCATIONS)

Qualified participants must currently possess all licenses, permits and any other applicable requirements before entering said premises for the removal and hauling of excavated soil.

Hidalgo County Precinct No. 2 will load excavated soil on awarded participant's trucks.

Award of bid will be to participant meeting all requirements on a "Per Cubic Yard" bid price payable to Hidalgo County.

Term of contract will be until project completion of excavated soil on identified areas, as identified as per attachment and as described below:

1. **Bid price:** must be on a per cubic yard basis payable \$ \_\_\_\_\_ to Hidalgo County.
2. **Bidder(s):** will be responsible for providing equipment for hauling soil necessary for project.
3. **Bid Award:** Bid award will be to the best bid meeting all requirements. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. **Contract Terms:** will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Purchasing Department upon bid award.
5. Hidalgo County Precinct #2 reserves the right to award the bid to one bidder or multiple bidders if the Hidalgo County Precinct #2 determines it is in its best interest to do so.
6. The bidder(s) awarded the contract **cannot** engage the services of a subcontractor **without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage as outlined in Exhibit "C".
7. **Equipment:** requesting a minimum of Six (6) Tandem Trucks available for proposed by to Hidalgo County Precinct No.2. Please note the make, year, model on Exhibit "D"
8. **Time of completion** for project will be in accordance to the work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 2; proposed soil must be hauled out as per scheduling in accordance with project Director.

THE STATE OF TEXAS :  
:  
COUNTY OF HIDALGO :

**SERVICE CONTRACT  
C-00-00-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for A \_\_\_\_\_ @ of \_\_\_\_\_ (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 \_\_\_\_\_. 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 **Department Head, Commissioner, Sheriff 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 in accordance to work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 2; proposed soil will be loaded by Precinct No. 2 and awarded vendor is responsible for soil to be hauled out as per scheduling and in accordance with project Director; project termination will be upon completion.

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 Vendor agrees to pay **Hidalgo County** the amounts specified in Exhibit "A" and "B" attached hereto.

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  
Edinburg, Texas 78539**

If to Company \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

DRAFT

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Approved by Commissioners Court on, \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**COUNTY OF HIDALGO**

**ATTEST:**

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

Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_