

**From:** [Raul Lozano](#)  
**To:** ["Oscar Garza"](#)  
**Subject:** FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects  
**Date:** Tuesday, June 26, 2012 3:20:15 PM  
**Attachments:** [Minnesota Drain - Project Layout.pdf](#)

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**From:** Ramiro Gutierrez [mailto:rgutierrez@rgec.net]  
**Sent:** Tuesday, June 26, 2012 3:05 PM  
**To:** 'Raul Lozano'  
**Subject:** RE: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects

Raul,

The amount of dirt that will be surplus for the Minnesota Drain project is 39,000 CY loose. All of it can be classified as fill dirt.

The location is between Minnesota Road and Owassa Road and between Raul Longoria Road and Cesar Chavez Road. A map is attached which shows the proposed ditch location designated by the lighter blue shaded area.

Regards,

Ramiro Gutierrez, P.E.  
President  
R. Gutierrez Engineering Corporation  
Tel: 956 782 2557 (Office)  
Tel: 956 227 2154 (Cell)  
email: [rgutierrez@rgec.net](mailto:rgutierrez@rgec.net)

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Thank You...

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**From:** Raul Lozano [mailto:raul.lozano@co.hidalgo.tx.us]  
**Sent:** Wednesday, June 20, 2012 4:17 PM  
**To:** [rgutierrez@rgutierrezengineering.com](mailto:rgutierrez@rgutierrezengineering.com)  
**Cc:** 'Raul Silguero'  
**Subject:** FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects  
**Importance:** High

Please forward necessary info for ad (cu.yds, site map location)

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**From:** Oscar Garza [<mailto:oscarg.garza@co.hidalgo.tx.us>]  
**Sent:** Wednesday, June 20, 2012 3:38 PM  
**To:** 'Raul Lozano'  
**Cc:** 'Martha Salazar'  
**Subject:** FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects  
**Importance:** High

We have also done the McColl Off Site Drain; the only one that has not been done is the Minnesota Drain.

Please have Mr. Gutierrez, submit the cubic yards of soil and a mapped out diagram of the proposed area for Commissioners Court approval.

Please let me know when you are ready.

Thank you!



Oscar Garza, Program Coordinator  
2802 So Bus. Hwy 281  
Postal Mailing Address:  
2812 So. Bus 281 & Corner of Canton Rd.  
Edinburg, TX 78539  
Phone: 956-318-2626 Ext. 4857  
Fax: 956-292-7612  
[oscarg.garza@co.hidalgo.tx.us](mailto:oscarg.garza@co.hidalgo.tx.us)

 Is it really necessary to print this email?

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**From:** Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]  
**Sent:** Wednesday, June 20, 2012 11:17 AM  
**To:** [oscarg.garza@co.hidalgo.tx.us](mailto:oscarg.garza@co.hidalgo.tx.us)  
**Subject:** FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects  
**Importance:** High

Mr. G.

I would appreciate if you would either take this project on for Pct. #2 or assign to someone familiar with the process. In addition, you can offer an old project file or assist whoever you assign.

Marty

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**From:** Raul Lozano [<mailto:raul.lozano@co.hidalgo.tx.us>]  
**Sent:** Wednesday, June 20, 2012 9:02 AM  
**To:** 'Martha Salazar'  
**Cc:** 'Raul Silguero'  
**Subject:** FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects

If given the option, as indicated by the grantor, pct.2 would rather donate the excavated dirt. We have

a City in the general vicinity that has communicated verbally of their interest and are willing to haul the spoil.

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**From:** carlos.jasso [<mailto:carlos.jasso@ucp.co.hidalgo.tx.us>]  
**Sent:** Wednesday, June 20, 2012 8:17 AM  
**To:** 'Raul Lozano'  
**Cc:** [raul.silguero@co.hidalgo.tx.us](mailto:raul.silguero@co.hidalgo.tx.us)  
**Subject:** FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects

FYI

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**From:** Ricardo Garcia [<mailto:rigarcia@HNTB.com>]  
**Sent:** Tuesday, June 19, 2012 12:13 PM  
**To:** 'carlos.jasso'; 'antonio.barco'  
**Cc:** 57947\_Lower Rio Region; Peter Harrison; Kristina Loera  
**Subject:** RE: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects

Hello Mr. Jasso, in reference to the sale of excavated dirt from the Minnesota & South Fork Drainage projects, the matter has been reviewed by the state and in accordance with the GLO DR Implementation Manual, Chapter 3 Financial Management, 3.1.12 Tracking Program Income, page 37 this action would be defined as program income. Therefore, the proceeds/income would need to be submitted to the state. The Grantee has the option to donate excavated dirt and avoid the program income issue. Please advise of any questions, thank you.

**Ricardo N. Garcia**

Project Facilitator

*Disaster Recovery Program Management Team  
for the State of Texas*

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**HNTB Corporation**

*Weslaco Field Office*

*609 Bill Summers International Blvd., Suite B*

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[rigarcia@HNTB.com](mailto:rigarcia@HNTB.com)

956.369.7898 Mobile

[www.hntb.com](http://www.hntb.com)

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**From:** carlos.jasso [<mailto:carlos.jasso@ucp.co.hidalgo.tx.us>]  
**Sent:** Tuesday, June 19, 2012 11:00 AM  
**To:** Ricardo Garcia  
**Subject:** RE: Minnesota & South Fork Drainage Projects

Sorry, forgot to mention if the dirt doesn't sell by a certain time they will then donate the dirt.

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**From:** carlos.jasso [<mailto:carlos.jasso@ucp.co.hidalgo.tx.us>]  
**Sent:** Tuesday, June 19, 2012 10:59 AM  
**To:** 'Ricardo Garcia'

**Subject:** Minnesota & South Fork Drianage Projects

Mr. Garcia,

Good Morning! The purpose of my e-mail is to inform you that Precinct No. 2 is considering on selling the dirt that they will be digging out for the projects mention above. Hidalgo County Purchasing Department has a process in place that they must follow in order to sell the dirt; however my question would be is it okay with the state to do this? I understand that the state allowed us to follow county procurement, but I want to make sure everything is okay.

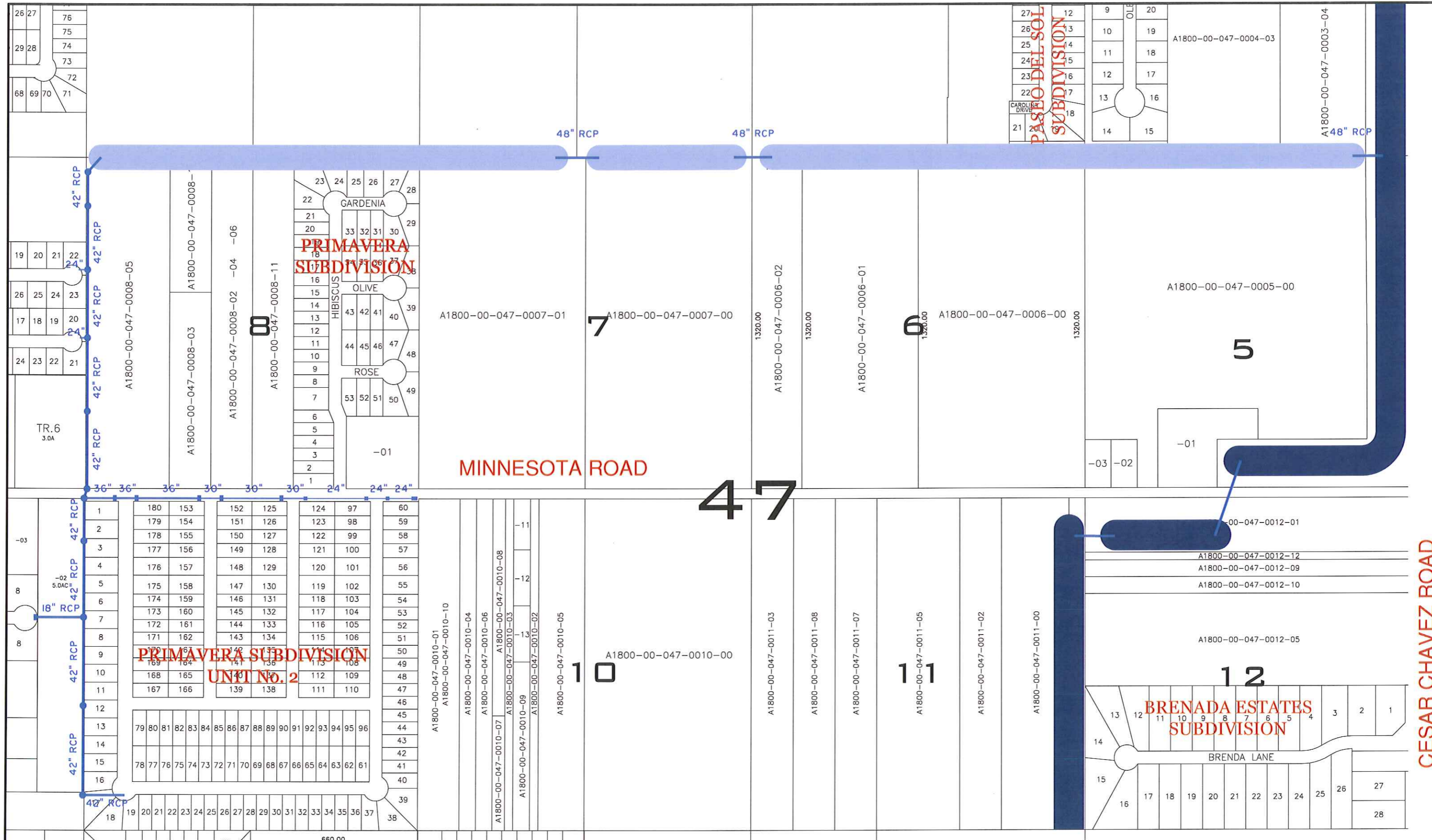
If you have any questions please let me know.

Thanks,

Carlos Jasso  
Program Coordinator I  
Hidalgo County Urban County Program  
(956) 787-8127

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# CITY OF SAN JUAN DRAINAGE IMPROVEMENTS

-  EXISTING DITCH
-  PROPOSED DITCH
-  PROPOSED DRAIN LINE



**Professional Engineers & Land Surveyors**  
 130 E. PARK AVENUE • PHARR, TEXAS 78577  
 (TEL) 956 782-2557 • (FAX) 956 782-2558

# EXHIBIT "A" SPECIFICATIONS

## HIDALGO COUNTY PRECINCT NO. 2

1. **"SALE OR EXCHANGE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS IN PRECINCT NO. 2 DRAINAGE IMPROVEMENT PROJECT"**FROM : **"Minnesota Drain Project between Minnesota Rd. and Owassa Rd and between Raul Longoria Road and Cesar Chavez Road"**.

**BID NO.: 2012-177-08-01-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: **"Minnesota Drain Project between Minnesota Rd. and Owassa Rd and between Raul Longoria Road and Cesar Chavez Road"**.

### **PROJECT OVERVIEW:**

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

2. 39,000 Cubic Yards located on the general vicinity of the between Minnesota Rd. and Owassa Rd and between Raul Longoria Road and Cesar Chavez Road.

**(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.



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: \_\_\_\_\_