Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 20, 2014

Valley Caliche Products, Inc.
Attn: Mark Motheral
P.O. Box 1086
Mission, Texas 78573

Via: Certified Mail #7099-3220-0002-9745-4889
Email: valleycaliche@aol.com

Re: Extension Of Service Contract No: C-13-011-04-09
"Type D Hot Mix Asphalt-Gravel"

Dear Mr. Motheral:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year term as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, **March 11, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Wednesday, February 25, 2013 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Mark Motheral Date: FEBRUARY 24, 2014
MARK MOTHERAL

Additionally, we are requesting your company provide an <u>updated certificate of insurances</u> as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification). Your general liability is due to expire on March 1, 2014 and auto liability is due to expire on March 8, 2014. Said agenda item will be on for March 11, 2014, therefore, those listed insurances will be expired. I need the updated insurances as well as the signed extension notice on or before the above referenced date. In addition, please add Hidalgo County as additional insured on the insurance accord as it is detailed on Exhibit C-Insurance Requirements of the RFB.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-13-011-04-09

THIS AGREEMENT (the "Agreement") is entered into as of the 9th day of April, 2013 by and between **Valley Caliche Products, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4**; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for **Precincts 1-2-3-4** for a period of one (1) year commencing **April 9, 2013** and ending **April 8, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller:
Valley Caliche Products, Inc.
P.O. Box 1086
Mission, Texas 78573

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** 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 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/9/13

ATTEST:
Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

COMPANY: Valley Caliche Products, Inc.

By: Mark Motheral
Printed Name: MARK MOTHERAL
Title: VICE PRESIDENT

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

By

APPROVED BY COMMISSIONERS COURT ON: 4/9/13.

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 04, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)**
Bid No: 2013-011-02-20-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT
(GRAVEL & LIMESTONE)"
RFB NO: 2013-011-02-20-SGS

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

February 04, 2013
Date

Bid No: 2013-011-02-20	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

"Type D Hot Mix Asphalt (gravel and limestone)"

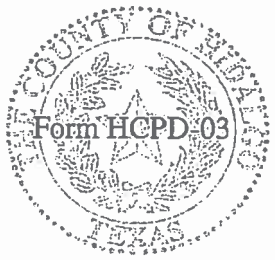
BID OPENING DATE:

FEBRUARY 20, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-011-02-20-SGS HIDALGO COUNTY (All Funding Sources, Programs & Entities)- "Type D Hot Mix Asphalt (Gravel and Limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 20, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-011-02-20-SGS RFB-HIDALGO COUNTY (All Funding Sources, Programs & Entities) – "Type D Hot Mix Asphalt (Gravel and Limestone)".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. 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 lowest and 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. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs & Entities) - "Type D Hot Mix Asphalt (Gravel and Limestone)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 20, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner , Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"
BID NO.: 2013-011-02-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 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,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"

BID NO.: 2013-011-02-20-SGS

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an **"as needed basis"** only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** needed by Hidalgo County will be purchased on an **"as needed basis"**. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 BID PRICE SHALL BE PER TON

3 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

4 When requested, samples shall be furnished free of expense to Hidalgo County.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

7 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** and it's not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

8 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the *option to extend* the contract for one (1) additional - one (1) year term under the same rates, terms and conditions.

9 Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

10 County shall have the right to exercise all or portion of the *Options to Extend* in any combination it deems necessary.

11 Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County

12 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action

13 Hidalgo County reserves the right to award to ONE or to MULTIPLE vendors, if the County determines it is in its best interest to do so.

14 Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15 All costs and expenses associated with the preparation and submission of **(bids, proposals, statements of qualifications (RFQ) and quotes)** shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

16 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

17 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

18 Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

19 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

20 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

21 The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

- Hidalgo County is 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, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, FEBRUARY 13, 2013 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, FEBRUARY 15, 2013 by 5:00 P.M.**

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

BID PAGE

BID PRICE PER TON (GRAVEL): $_____

BID PRICE PER TON (LIMESTONE): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURER A:

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONTRACT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
	OTHER				E.L. DISEASE-POLICY LIMIT	$

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED, INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: _____ **Disadvantaged Business (At Least 51% Ownership)**

_Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

REQUIREMENTS AGREEMENT
C-13-011-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____day of _____, 2013 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 7, 2013 and ending April 6, 2014 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

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latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

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of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED BY COMMISSIONERS COURT ON:_____.

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

By_____

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EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2013-011-02-20-SGS

BID PAGE

BID PRICE PER TON (GRAVEL): $ 55.00 (FIFTY-FIVE DOLLARS) PER TON F.O.B. PLANT.

BID PRICE PER TON (LIMESTONE): $ NO BID.

PHYSICAL LOCATION OF PIT(S): HOT MIX PLANT IS LOCATED AT 2½ MILE NORTH IOWA ROAD IN MISSION, HIDALGO COUNTY, TEXAS.

OPENED
9:42
2-20-13
Witnessed

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix

BIDDERS INFORMATION

BIDDER/COMPANY NAME: VALLEY CALICHE PRODUCTS, INC.
ADDRESS: P.O. BOX 1086
CITY/STATE/ZIP: MISSION, TEXAS 78573
PHONE NO/FAX NO: PHONE (956) 581-2751 FAX (956) 585-6844
CELL PHONE NO: N/A
E-MAIL ADDRESS: valleycaliche@aol.com
AUTHORIZED SIGNATURE: Mark Motheral
TITLE: MARK MOTHERAL

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CRC/Crump Insurance Services, Inc.
13105 Northwest freeway, Suite 950
Houston TX 77040

CONTACT NAME:
PHONE (A/C, No, Ext): (713) 690-0500 FAX (A/C, No): (713) 690-8319
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Valley Caliche Products, Inc.
P O Box 1086
Mission TX 78573-1086

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CA000014804-05	03/01/2014	03/01/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an additional insured per endorsement CG2010.

AI 000270

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 South Bus. Highway 281
Edinburg TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	R. N. Jones Agency, Inc. 510 E. Harrison (78550) P. O. Box 532267 Harlingen TX 78553-2267
CONTACT NAME:	
PHONE (A/C, No, Ext):	(956) 423-1147
FAX (A/C, No):	(956) 423-3906
E-MAIL ADDRESS:	
INSURED	Valley Caliche Products, Inc. P O Box 1086 Mission TX 78573-1086

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Co	
INSURER B : Philadelphia Indemnity IC	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			PHPK1137194	03/08/2014	03/08/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF-0012396501	05/11/2013	05/11/2014	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AI 000270

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 South Bus. Highway 281
Edinburg TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: C00346

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
1	2003	Ford	F-250		1FTNW20L43EA89590	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
	PLEASURE	COMM'L	FOR HIRE	X	LIAB		ADD'L NO-FAULT	X	UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
	FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$	
		SERVICE			NO-FAULT	X	UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
2	2005	Ford	F-150 Crew Cab		1FTPW14555KC65582	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
	PLEASURE	COMM'L	FOR HIRE	X	LIAB		ADD'L NO-FAULT	X	UNDRINS MOTOR		F	X	LSP		RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	X	SPEC C OF L
	FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$499		
		SERVICE			NO-FAULT	X	UNINS MOTOR		SPEC C OF L		FTW	X	COLL			$		$499		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
3	2005	Ford	F-150 Supercab		1FTRX12W55NA52681	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
	PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC		SPEC C OF L
	FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$		
		SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
4	2006	Ford	F-250		1FTSW20526ED75494	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
	PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC		SPEC C OF L
	FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$		
		SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
5	2007	Ford	F-550		1FDAF56P47EA58948	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES																
	PLEASURE	COMM'L	FOR HIRE		LIAB		ADD'L NO-FAULT		UNDRINS MOTOR		F		LSP		RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC		SPEC C OF L
	FARM	RETAIL			MED PAY				TOWING & LABOR		FT		COMP/ OTC		FG	AA	ST AMT	$		
		SERVICE			NO-FAULT		UNINS MOTOR		SPEC C OF L		FTW		COLL			$		$		COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: C00346

ACORD® VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
6	2000	Ford	F-550		1FDAF56F8YEC72365	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES															
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
7	2003	Ford	F-350		1FDWF36LX3EB21553	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$12,675

USE				CHECK COVERAGES															
PLEASURE	COMM'L X	FOR HIRE		LIAB X	ADD'L NO-FAULT	UNDRINS MOTOR X	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT X	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
9	1996	Big Tex	30LP		16VDXD815T1C77078	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES															
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
10	1996	Big Tex	12PI		4K8PX182XT1310719	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$

USE				CHECK COVERAGES															
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
11	1998	Big Tex	50LA		4K8NX1625W1C34411	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES															
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$	
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL	$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: C00346

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
13	1986	International		PP SPEC COML			
		MODEL: 1954	V.I.N.: 1HTLDUXP5GHA29099				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
14	1989	International		PP SPEC COML			
		MODEL: 1954	V.I.N.: 1HTLDTVP4KH665984				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
22	2003	Ford		PP SPEC COML			
		MODEL: F250	V.I.N.: 1FTNX20LX3EB74737				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
23	2004	Ford		PP SPEC COML			
		MODEL: F250	V.I.N.: 1FTNW21P54EB53459				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

VEH #	YEAR	MAKE	BODY TYPE	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
24	2005	Ford		PP SPEC COML			
		MODEL: F250	V.I.N.: 1FTSW2OP75EA10230				

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE				CHECK COVERAGES																
PLEASURE	COMM'L	FOR HIRE		LIAB	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/ OTC	SPEC C OF L
FARM	RETAIL			MED PAY	TOWING & LABOR	FT	COMP/ OTC	FG	AA	ST AMT	$
	SERVICE			NO-FAULT	UNINS MOTOR	SPEC C OF L	FTW	COLL		$	$	COLL

DRIVE TO WORK / SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR:	TOTAL PREM: $

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AGENCY CUSTOMER ID: C00346

VEHICLE SCHEDULE

DATE (MM/DD/YYYY): 03/07/2013

AGENCY	CARRIER	NAIC CODE
R. N. Jones Agency, Inc.	Philadelphia Indemnity IC	

POLICY NUMBER	EFFECTIVE DATE	NAMED INSURED(S)
PHPK985945	03/08/2013	Valley Caliche

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
25	2006	Ford	F250		1FTSW20566EA51643	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
28	2000	Ford	F-550		1FDAF56F2YED07594	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
30	2012	Chevrolet	Silverado		3GCPKREA9CG299776	PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
TX		/							$36,523.71

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
						PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM
						PP SPEC COML			

GARAGING ADDRESS	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP

LIC STATE	TERR	GVW / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
		/							$

USE: PLEASURE, FARM, COMM'L, RETAIL, SERVICE, FOR HIRE

CHECK COVERAGES: LIAB, NO-FAULT, ADD'L NO-FAULT, MED PAY, UNINS MOTOR, UNDRINS MOTOR, TOWING & LABOR, SPEC C OF L, F, FT, FTW, LSP, COMP/OTC, COLL, RENT REIMB, FG

DEDUCTIBLES: ACV, COMP/OTC, SPEC C OF L, AA, ST AMT, $, $, COLL

DRIVE TO WORK / SCHOOL: < 15 MILES, 15 MILES +, NET VEH DR/CR:

TOTAL PREM: $

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				2013 Auto
Item	Year	Make	Model	VIN #
TRACTORS				
TRAILERS				
	96	BIG TEX	30LP	16VDXD815T1C77078
	96	BIG TEX	12PI	4K8PX182XT1310719
	98	BIG TEX	50LA	4K8NX1625W1C34411
TRUCKS				
	86	INT'NAL	1954	1HTLDUXP5GHA29099
	89	INT'NAL	1954	1HTLDTVP4KH665984
	00	Ford	F550	1FDAF56F2YED07594
	00	Ford	F550	1FDAF56F8YEC72365
	07	Ford	F550	1FDAF56P47EA58948
PICKUP				
	03	Ford	F250	1FTNW20L43EA89590
	03	Ford	F250	1FTNX20LX3EB74737
	03	Ford	F350	1FDWF36LX3EB21553
	04	Ford	F250	1FTNW21P54EB53459
	05	Ford	F250	1FTSW2OP75EA10230
	05	Ford	F150	1FTPW14555KC65582
	05	Ford	F150	1FTRX12W55NA52681
	06	Ford	F250	1FTSW20566EA51643
	06	Ford	F250	1FTSW20526ED75494
	12	CHEV	Silverado	3GCPKREA9CG299776
		ENO		
		Hired		

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Mar 19, 2013 03:38 PM
Subject : Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone
To : Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good Job!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 19, 2013 3:35:10 PM
Subject: RE: Review Of Contract - Type D Hot Mix Gravel & Limestone

The revised contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 19, 2013 3:04 PM
To: Steve Crain
Cc: Evangelina Garcia; Sandra Suarez
Subject: Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

Mr. Crain:
This maybe a duplicate request. If so, disregard. Corrections you brought to our attention have been made.
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Monday, March 18, 2013 4:44:03 PM
Subject: Re: Fwd: Review Of Contract - Type D Hot Mix Gravel & Limestone

Marty:
Attached for legal's review as to form are the two contracts with the correction under "paragraph m" in order to proceed.

Original Message -----
From: Martha Salazar <martha.salazar@co.hidalgo.tx.us>