



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

April 16, 2015

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

Via: Email: royshaulinginc@aol.com

Re: Sixty-Day Extension for "Hauling Services for Hot Mix-Precinct 4"
E-14-155-05-06

Dear Mr. Balderas:

Hidalgo County Purchasing Department will be requesting Commissioners Court to consider the County's option to exercise the sixty (60) day extension as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Monday, April 13, 2015**, via email to: heidi.ortiz@co.hidalgo.tx.us so as to meet the agenda request form deadlines. Upon receipt of the signed extension, I will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, April 28, 2015** for discussion, consideration and action.

By: _____

Date: 04/16/2015

Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

It is our hope that we may continue a successful business relationship with your company. 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.

Sincerely,

Martha L. Salazar

Hidalgo County Purchasing Agent

term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within Hidalgo County following a request for Services by its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing upon Hidalgo County Commissioners' Court approval and expiring one (1) year thereafter, which may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall

have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

If to County: County of Hidalgo
Attn: Ramon Garcia, County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: Roy's Hauling Service, Inc.
P O Box 1896
Edinburg, TX 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

17. **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 ninety (90) 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).


18. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this day of ,

2013.

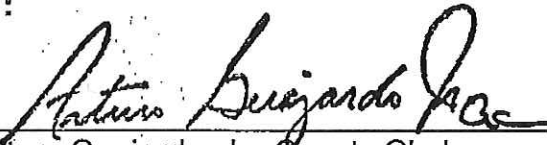
APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: 
Stephen L. Crain, Attorney


COUNTY OF HIDALGO

ATTEST:

By: 
Arturo Guajardo, Jr., County Clerk

By: 
Ramon Garcia, County Judge

COMPANY: Roy's Hauling Service Inc.

By: 
Printed Name: ROY BALDERAS, JR.
Title: VICE PRESIDENT

Approved by Commission's Court
on 5/14/13 RD



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

April 15, 2014

Roy's Hauling Services Inc.
Roy Balderas, Jr.
P O Box 1896
Edinburg, Texas 78539

Re: "Hauling Services for Hot Mix (original contract # C-13-080-05-14)

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the one (1) year renewal as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 29, 2014 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, April 17, 2014, 10:00 am via email to: yvette.salinas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: 

Date: 4-23-14

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.

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and /or Statement of Qualifications.

Sincerely,

Yvette Salinas

Yvette Salinas
Hidalgo County Purchasing Department

www.co.hidalgo.tx.us