



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

April 6, 2016

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

Via Email: royshauling.inc@aol.com

Re: Sixty-Day Grace Period for "Hauling Of All Road Materials"
Extended Contract #E-15-165-04-14-(Original Contract #C-14-017-03-05)

Dear Mr. Balderas:

Commissioners' Court will take applicable action (**April 19, 2016**) in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the agreement in place while procurement process is completed and processed, at the same rate, term and conditions.

Please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **April 19, 2016** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **10:00 a.m., Friday, April 8, 2016 and 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:  Kristina Balderas Date: 04-07-2016

Additionally, we are requesting your company provide updated certificate of insurances as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

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

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-14-017-03-05

THIS CONTRACT is made and entered into this 5th day of March, 2014 by and between the County of Hidalgo, Texas ("County"), and **Roy's Hauling Service, Inc.** ("Company").

WHEREAS, Company responded to request for bids for "**Hauling of All Road Materials for Precinct No. 1**", more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County Commissioner's Court or their designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **April 29, 2014** and ending **April 28, 2015** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

If to County: **The County of Hidalgo**
 Attn: County Judge
 302 W. University Drive
 Edinburg, Texas 78539

If to Company **Roy's Hauling Service, Inc.**
 C/O Roy Balderas Jr.
 PO Box 1896
 Edinburg, Texas 78540

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

14. 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 without cause by County with thirty (30) day's written notice prior to cancellation.

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. **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.

18. **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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this 5th day of March, 2014.

COUNTY OF HIDALGO

By: Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/5/14 RO

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo, Jr. County Clerk

COMPANY: Roy's Hauling Service, Inc.

By: Roy Balderas Jr

Printed Name: Roy Balderas Jr

Title: Vice - Pres.

Approved by Commissioners Court on: _____

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

By: SHH



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

January 27, 2014

**Re: HIDALGO COUNTY PRECINCT No.1 –“HAULING SERVICES OF ALL ROAD
MATERIALS”
RFB NO: 2014-017-02-12-MEG**

Dear Respondents:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



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

REQUEST FOR BID CHECKLIST

"HAULING SERVICES FOR ALL ROAD MATERIALS FOR HIDALGO COUNTY PRECINCT 1"

Bid No: 2014-017-02-12-MEG

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 2 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Exhibit "E-& E-1", Drivers Information, consisting of 2 pages.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Certification Regarding Debarment 1 page.
10. Draft Service Contract consisting of 8 pages

The above mentioned items shall be found in the Request for Bid (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

January 27, 2014

Date

Bid No: 2014-017-02-12-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626 ext 4855
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REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 1

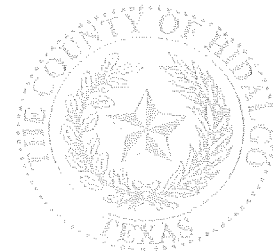
“HAULING SERVICES FOR ALL ROAD MATERIALS”

BID OPENING DATE

February 12, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

LEGAL NOTICE

BID NO: 2014-017-02-12-MEG

1. Sealed bids will be received for **Hidalgo County Precinct 1 –HAULING SERVICES FOR ALL ROAD MATERIALS** 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-2014-017-02-12-MEG "HAULING SERVICES FOR ALL ROAD MATERIALS"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, on or before 9:30 a.m., **WEDNESDAY, FEBRUARY 12, 2014. 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-2014-017-02-12-MEG-"HAULING SERVICES FOR ALL ROAD MATERIALS-HIDALGO COUNTY PRECINCT 1"**. 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.
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 of 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
(956) 318-2626
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 and Contract Number (if any)
- d) Notation - “HAULING SERVICES FOR ALL ROAD MATERIAL-HIDALGO COUNTY PRECINCT 1” Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- e) Contract Number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct #1
 C/O Katia Garcia
 1902 Joe Stevens Ave.
 Weslaco, Texas 78596
 TEL: (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	<u>February 12, 2014</u>
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html .**
If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - 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 awarded 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 judgment 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
“HAULING SERVICES FOR ALL ROAD MATERIALS
FOR PRECINCT No. 1”
BID NO.: 2014-017-02-12-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
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"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
RFB No. 2014-017-02-12-MEG
(NIGP CODE: 962-39)

SPECIFICATIONS/REQUIREMENTS:

Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for all Road Materials" for Pct 1. It is intended that all hauling of road materials will be awarded on a **per ton basis**, per mile radius. Hauling services will be on an "**As Needed Basis**" by the precinct.

- 1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

Location of current pits and plants are as follows:

- **Cold Laid** - Frontera Materials (La Joya Plant)
- **Type D Hot Mix- Gravel** (Frontera Materials Progreso and La Joya Plant)
- **Type D Hot Mix - Limestone** (Frontera Materials Progreso and La Joya Plant)
- **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.

- 2) Bid price for the services must be per ton basis, per mile radius on an "**As Needed Basis**".
- 3) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".
- 4) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.
- 5) 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.
- 6) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
RFB No. 2014-017-02-12-MEG
(NIGP CODE: 962-39)

TERMS & CONDITIONS

1. 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 year terms under the same rates, terms and conditions.
2. 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.
3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
4. 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 giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Any contract awarded 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 (30) days written notice prior to cancellation.
7. Hidalgo County may utilize "State Awarded Contracts" when it is in the County best interest to do so.
8. Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
10. After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
RFB No. 2014-017-02-12-MEG
(NIGP CODE: 962-39)

reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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

EXHIBIT "A"

Hidalgo County Precinct No. 1
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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, Attn: Cris Ayala, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO: cris.ayala@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 5, 2014 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY, February 7, 2014 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- (FRONTERA MATERIALS)	LA JOYA PLANT	01-10 miles	\$	%	\$
		11-20 miles	\$	%	\$
		21-30 miles	\$	%	\$
		31-40 miles	\$	%	\$
		41-50 miles	\$	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$	%	\$
		71-100 miles	\$	%	\$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix- Limestone	PROGRESO	01-10 miles	\$	%	\$
		11-20 miles	\$	%	\$
		21-30 miles	\$	%	\$
		31-40 miles	\$	%	\$
	AND/OR LA JOYA PLANT	41-50 miles	\$	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$	%	\$
		71-100 miles	\$	%	\$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	\$	%	\$
		11-20 miles	\$	%	\$
		21-30 miles	\$	%	\$
		31-40 miles	\$	%	\$
		41-50 miles	\$	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$	%	\$
		71-100 miles	\$	%	\$

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone No _____ Fax No _____ Cell No _____

Email address: _____

Authorized Signature: _____

Printed Name: _____

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

PART II

Bid Price Adjustment by Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **February 7, 2014**. For each 10% (increase or decrease) in the current OPIS Index of **February 7, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Signature of Vendor

Date

Print Name of Vendor

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 shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

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.
	INSURERS AFFORDING COVERAGE
INSURED	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 THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT \$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG \$	
	GARAGE LIABILITY				EACH OCCURRENCE \$
<input type="checkbox"/>	ANY AUTO				AGGREGATE \$
					\$
					\$
					\$
C	EXCESS LIABILITY				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				E. L. EACH ACCIDENT \$
	<input type="checkbox"/> DEDUCTIBLE				E. L. DISEASE-EA EMPLOYEE \$
	<input type="checkbox"/> RETENTION \$				E. L. DISEASE-POLICY LIMIT \$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				
	OTHER				

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	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		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

EXHIBIT "E-1"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2014-017-02-12-MEG

DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUMITTED WITH THIS BID.

#	NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			

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: _____

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, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
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 Line 1 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.

Social security number								
or								
Employer identification number								

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

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. person (including a U.S. resident alien).

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 ▶
------------------	----------------------------	--------

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

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" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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. Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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 single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹List 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.

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

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**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 indicted 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: _____

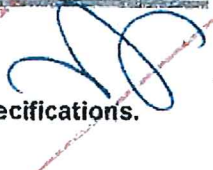
Date: _____

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

EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

OPENED
 5/2/14
 Witnessed


PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- (FRONTERA MATERIALS)	LA JOYA PLANT	01-10 miles	\$ NO BID	- %	\$ -
		11-20 miles	\$ NO BID	- %	\$ -
		21-30 miles	\$ NO BID	- %	\$ -
		31-40 miles	\$ NO BID	- %	\$ -
		41-50 miles	\$ NO BID	- %	\$ -
		51-60 miles	\$ NO BID	- %	\$ -
		61-70 miles	\$ NO BID	- %	\$ -
		71-100 miles	\$ NO BID	- %	\$ -
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix- Limestone	PROGRESO AND/OR LA JOYA PLANT	01-10 miles	\$ NO BID	- %	\$ -
		11-20 miles	\$ NO BID	- %	\$ -
		21-30 miles	\$ NO BID	- %	\$ -
		31-40 miles	\$ NO BID	- %	\$ -
		41-50 miles	\$ NO BID	- %	\$ -
		51-60 miles	\$ NO BID	- %	\$ -
		61-70 miles	\$ NO BID	- %	\$ -
		71-100 miles	\$ NO BID	- %	\$ -
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pft Linn, Tx	01-10 miles	\$ 7.90	75 %	\$ 5.93
		11-20 miles	\$ 8.05	75 %	\$ 6.04
		21-30 miles	\$ 7.50	75 %	\$ 5.63
		31-40 miles	\$ 9.20	75 %	\$ 6.90
		41-50 miles	\$ 11.50	75 %	\$ 8.63
		51-60 miles	\$ 12.00	75 %	\$ 9.00
		61-70 miles	\$ 12.50	75 %	\$ 9.38
		71-100 miles	\$ 13.00	75 %	\$ 9.75

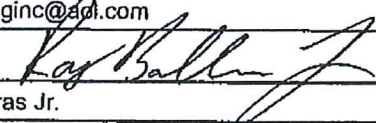
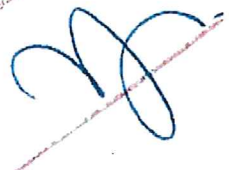
Bidder/Company Name: Roy's Hauling Service, Inc.
 Address: P.O. Box 1896
 City/State/Zip Code: Edinburg, Texas 78540
 Phone No 956.383.2206 Fax No 956.383.2569 Cell No _____
 Email address: royshaulinginc@aol.com
 Authorized Signature: 
 Printed Name: Roy Balderas Jr.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

OPENED
2/10/14
2/10/14
Witnessed



PART II

Bid Price Adjustment by Hidalgo County Precinct No. 1

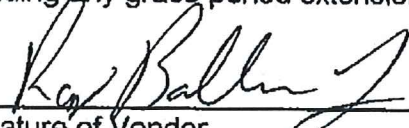
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **February 7, 2014**. For each 10% (increase or decrease) in the current OPIS Index of **February 7, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.



Signature of Vendor

02/10/2014

Date

Roy Balderas Jr.

Print Name of Vendor

EXHIBIT "C"

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2015

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 SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	CONTACT NAME: KRISTINA BALDERAS	
	PHONE (A/C, No, Ext): 9563432206 FAX (A/C, No): E-MAIL ADDRESS: SOUTHTEXASSOLUTIONS@AOL.COM	
INSURED ROY'S HAULING SERVICE P.O. BOX 1896 EDINBURG, TEXAS 78540	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: SCOTTSDALE INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			LABTU-B	06/04/2015	06/04/2016	EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 500,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTIONS						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
							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

CANCELLATION

COUNTY OF HIDALGO
2802 S BUSINESS HIGHWAY 281
EDINBURG, TEXAS 78539

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

ACORD 25 (2010/05)

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✓ 3. Approval of Agreement for Right of Way Procurement for FM 2220 (from Mile 5 to FM 1924) CSJ: 2094-01-044.

2/28/14

C. AI-43403
4 parcels

1. Discussion, consideration and approval of an Order authorizing the creation of a County Energy Transportation Reinvestment Zone (segment of FM1017).

2. Approval and appointment of members of CERTZ Advisory Committee
2+1 in oil industries

Correction EDC pg. listed as A
** Map should be Exb. A.*

3. Discussion, consideration and approval to apply for the FY2014 County Transportation Infrastructure Fund Grant Program
approx. \$300k → 10 yrs.

4. Discussion, authorization and approval of designating Wallace Road and Brushline Road Projects to be funded by the County Transportation Infrastructure Grant Program

✓ 5. Discussion, consideration and approval of accepting county road report(s) to be included in the minutes of the Commissioner's Court

D. Budget Appropriations:

du
1. AI-43389

Precinct 4 TxDOT (1315):
Approval of 2014 appropriation of funds in the total amount of \$19,465.00 for FM 2220 (Ware Road) TxDOT project (ROW CSJ:2094-01-044;CONST CSJ: 2094-01-038).

15. Purchasing Department - Marty Salazar:
Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Pet. 1

APPROVED

1. AI-43170 Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/ or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County PCT 1- " Hauling Services for all Road Materials" through project No. : 2014-017-02-12-MEG.
11 pgs. / 2 part. - 1 qualified - Rays Hauling

2. AI-43377 Acceptance and approval to purchase One (1) New 2014 Caf Model CT660 Roll-Off Truck with standard equipment through Hidalgo County's Membership participation with National Joint Powers Alliance (NJPA) awarded Contract #060311-CAT in the amount of \$151,697.38.

B. Pet. 2

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO CONTRACT #C-14-017-03-05
HAULING OF ALL ROAD MATERIALS FOR PRECINCT ONE**

This **AMENDMENT** to the **CONTRACT** is made this **23rd day of September of 2014** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **ROY'S HAULING SERVICE, INC.** (the "COMPANY").

WHEREAS, County and Company entered into a Contract on March 5, 2014 (the "CONTRACT") in which the Company agrees to provide the hauling services as described in the Contract;

WHEREAS, the County's awarded caliche vendor who provided hauling services refuses to supply caliche to County and County requires hauling services from Company from another caliche vendor;

WHEREAS, the Company agrees to honor and hold the prices as detailed under "Exhibit B-Bid Page" of contract; and

WHEREAS, the parties have now determined to amend the Contract to include the hauling services from pit locations of Progreso and/or La Joya of County's other awarded caliche vendor.

NOW THEREFORE, for and in consideration of the hauling services by Company from different locations specified in Company's bid County and Company hereby mutually agree to the following Amendment to the Contract:

1. Exhibit "B"-Bid Page the Contract is hereby deleted and the amended Exhibit B attached hereof as Exhibit A is substituted in lieu thereof;
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Company ratify and confirm the terms and provisions of the Contract as amended.

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

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk

Approved by Commissioners' Court
on 9-23-14

COMPANY:

Roy Bobbitt
Roy's Hauling Service, Inc.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

AMENDED EXHIBIT "B"

BID PAGE

**HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG**



Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- (FRONTERA MATERIALS)	LA JOYA PLANT	01-10 miles	\$	%	\$
		11-20 miles	\$	%	\$
		21-30 miles	\$	%	\$
		31-40 miles	\$	%	\$
		41-50 miles	\$	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$	%	\$
		71-100 miles	\$	%	\$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYA PLANT	01-10 miles	\$	%	\$
		11-20 miles	\$	%	\$
		21-30 miles	\$	%	\$
		31-40 miles	\$	%	\$
		41-50 miles	\$	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$	%	\$
		71-100 miles	\$	%	\$
(FRONTERA MATERIALS) Crushed Caliche-	490 Pit-4.5 Miles West of US 281 on FM 490 Or Martin Marietta 2 Miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit, Linn	01-10 miles	\$7.90	75%	\$5.93
		11-20 miles	\$8.05	75%	\$6.04
		21-30 miles	\$7.50	75%	\$5.83
		31-40 miles	\$9.20	75%	\$6.90
		41-50 miles	\$11.50	75%	\$8.63
		51-60 miles	\$12.00	75%	\$9.00
		61-70 miles	\$12.50	75%	\$9.38
		71-100 miles	\$13.00	75%	\$9.75

Bidder/Company Name: ROY'S HAULING SERVICES, INC.

Address: P.O. BOX 1896

City/State/Zip Code: EDINBURG, TEXAS 78540

Phone No: 956-383-2206 Fax NO: 956-383-2569 Cell No: _____

Email address: royshaulinginc@aol.com

AMENDED EXHIBIT "B"

BID PAGE

**HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG**

Authorized Signature: _____

Printed Name: _____

Roy Balderas Jr.
Roy Balderas Sr.

PART II

Bid Price Adjustment by Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **February 7, 2014**. For each 10% (increase or decrease) in the current OPIS Index of **February 7, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Signature of Vendor _____

Date _____

Roy Balderas Jr.

10-13-14

Print Name of Vendor _____

Roy Balderas Sr.

August 7, 2014

County of Hidalgo
Purchasing Department
Attention: Vangie Garcia
2802 S. Business Highway 281
Edinburg, Texas 78539

RE: Hauling Services of Road Materials-Hidalgo County Precinct No. 1

Ms. Garcia:

Roy's Hauling Service currently holds the contract for Hauling Services of Road Materials for Precinct No. 1. As outlined in the contract we haul on a per mile basis. Therefore, regardless of where projects and pits are located pricing is always from origin to destination per mile.

Let me know if you have any questions.

Sincerely,



Roy Balderas Jr.
Vice-President
Roy's Hauling Service, Inc.

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Draft Amendment-Roy's Hauling Services

From : Marynel Trevino <mntrevino@atlashall.com>
Subject : RE: Draft Amendment-Roy's Hauling Services
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Tue, Sep 09, 2014 03:46 PM

 1 attachment

Hi Vangie:)

Here you go.

Thanks,
Marynel

-----Original Message-----

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, September 09, 2014 3:28 PM
To: Marynel Trevino
Subject: Fwd: Draft Amendment-Roy's Hauling Services

Hello Marynel;
Just following up on this, not sure if Mr. Crain sent me anything on this. Can you please let me know.

Thank you

----- Forwarded Message -----

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Marynel Trevino" <mntrevino@atlashall.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, September 4, 2014 8:45:48 AM
Subject: Re: Draft Amendment-Roy's Hauling Services

Good Morning Marynel;
I'm sorry about the delay in sending the amended "Exhibit B-Bid Page" as Mr. Crain requested. Been focusing on a project that I was assigned to but nonetheless attached is the exhibit.

Please let me know if there are any questions.

Thank you;

Vangie

----- Original Message -----

From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, September 2, 2014 12:54:56 PM
Subject: FW: Draft Amendment-Roy's Hauling Services

Hi Vangie

We need the Exhibit A. see below:

1. Exhibit "B"-Bid Page the Contract is hereby deleted and the amended Exhibit B attached hereof as Exhibit A is substituted in lieu thereof;

Thank you,
Marynel

-----Original Message-----

1. **AI-46449** Acceptance and approval of Amendment (as document prepared by legal counsel) to Contract #C-14-017-03-05 with Roy's Hauling Services, Inc. to include the hauling services from pit locations of Progreso and/or La Joya of County's other awarded caliche vendor due to vendor's refusal to supply the caliche product to County.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR.,
seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court
made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. **AI-46583** Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department for: Hidalgo County Precinct No. 1 -"Sioux Road Paving and Drainage Improvements Project (from Tower Road to Val Verde Road)"-RFB No. 2014-362-10-15-MSS.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR.,
seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court
made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. Pct. 2

1. **AI-46608** Requesting approval of Supplemental Agreement No. 1 for Raba Kistner, Contract No. C-13-351-01-21 resulting in a revision of the project limits from (City Limits to I Rd) to (Fir St to I Rd) with an estimated cost increase of \$ for services under Work Authorization No. 10 for the Pct 2 Owassa Rd Project (I Rd West to Fir St).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR.,
seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court
made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. **AI-46446** Approval to purchase herein listed heavy equipment through County's membership/participation with NJPA contract awarded vendors, in the amounts quoted including delivery and administration fees not to exceed \$ 132,150.73 for: One 2014 Cat Model CT660 Dump Truck from Holt Texas, LTD DBA Holt Cat National Joint Powers Alliance Contract # 060311-CAT

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR.,
seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court
made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

3. **AI-46573** Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding \$25,000:

APPROVED

AI-46449

Purchasing Department 22. B. 1.

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Honorable Arturo

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Amendment (as document prepared by legal counsel) to Contract #C-14-017-03-05 with Roy's Hauling Services, Inc. to include the hauling services from pit locations of Progreso and/or La Joya of County's other awarded caliche vendor due to vendor's refusal to supply the caliche product to County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-121-005-0-346

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Will be used on an as needed basis.

Attachments

Amendment

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/17/2014 04:36 PM
Budget & Management	Debbie Tamez	09/18/2014 01:45 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM
Form Started By: Vangie Garcia		Started On: 09/11/2014 08:11 AM
	Final Approval Date: 09/19/2014	