

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-13-269-01-14

THIS CONTRACT is made and entered into this 14th day of January, 2014 by and between the County of Hidalgo, Texas ("County"), and **Roy's Hauling Services, Inc.** a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to request for bids for "**Loading and Hauling of Dirt for Hidalgo County Precinct No. 2**", (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 or his 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 **January 14, 2014** and ending **January 13, 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 Services, 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 ten (10) 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 _____ day of _____, 2014.

COUNTY OF HIDALGO

By: Ramon Garcia

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, Jr. County Clerk

Approved by Commissioners' Court
on 1/14/14

COMPANY: **Roy's Hauling Services, Inc.**

By: Roy Balderas Jr.

Printed Name: Roy Balderas Jr.

Title: Vice-Pres.

Approved by Commissioners Court on: **1-14-14**

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

By: [Signature]

EXHIBIT "A"

SPECIFICATIONS

RFB PACKET

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 2 "LOADING AND HAULING OF DIRT" RFB NO: 2013-269-10-30-CGA

SPECIFICATIONS/REQUIREMENTS (NIGP CODE: 962-39)

Scope of Project:

Hidalgo County is requesting sealed bids for the purpose of Loading and Hauling of Dirt for Hidalgo County Precinct No. 2. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All services utilized will be on an "**As Needed Basis**" by the Precinct.

Specifications/Requirements:

1. Request for bids shall be within the area of Hidalgo County Precinct No. 2 as follows:
 - **Option I – Hauling of Dirt;**
 - **Option II – Loading and Hauling of Dirt**
2. Bid price will be based on a per cubic yard-per a mile radius basis.
3. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page.(Exhibit "B")
4. Bidder(s) will be responsible for providing all labor, machinery and equipment, tools and materials required to render services necessary for project.
5. Bid Award: Bid award will be to the lowest and best bid meeting all requirements. The County of Hidalgo reserves the right to: **A.** separate and accept, or eliminate any items(s) listed under this bid that is 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 or to multiple bidder** if the County determines it is in its best interest to do so.
6. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles, provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Purchasing Department upon bid award.
7. Hidalgo County reserves the right to award to one or MULTIPLE bidders if the County determines it is in it's best interest to do so.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage's as outlined in Exhibit "C".
9. Requesting the **minimum of Ten (10) vendor owned hauling trucks** that will be available for this bid for Hidalgo County with the minimum of sixteen (16) cubic yards per load that will be available for the **Hauling of Dirt With An Option to Load**. Please note the make, year, model and capacity of your hauling trucks on **Exhibit "E"**.
10. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not 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. 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.
 - b. 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.
 - c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - e. 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). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Term:

Contract term will be for an initial one (1) year with County's option to extend the contract for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. All written inquiries will be accepted via facsimile or via emailed to: cris.ayala@co.hidalgo.tx.us no later than, **Thursday, October 17, 2013 by 5:00 P.M.**, at (956) 292-7612. Responses to said inquiries will be sent to all applicants via facsimile by no later than **Monday, October 21, 2013 by 5:00 P.M.**

EXHIBIT "B"

VENDOR'S BID

EXHIBIT B

REVISED
HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"

BID NO.: 2013-269-10-30-CGA

Bid Page

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

OPTION I

"HAULING OF DIRT"			
Radius (Round trip)	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current/base Fuel Cost
SAMPLE	\$3.00	33.00%	\$1.00
1-05 Mile	2.75	75%	2.06
6-10 Mile	3.00	75%	2.25
11-15 Mile	3.75	75%	2.81
16-20 Mile	4.85	75%	3.64
21-25 Mile	6.25	75%	4.69
26-30 Mile	6.25	75%	4.69
31-35 Mile	8.25	75%	6.19
36-45 Mile	10.25	75%	7.69
46-50 Mile	12.25	75%	9.19

OPENED
10/30/13
9:45am
Witnessed

OPENED
 10/30/13
 9:45am
 Witnessed

OPTION II

"LOADING AND HAULING OF DIRT"			
Radius (Round trip)	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current/base Fuel Cost
SAMPLE	\$3.00	33.00%	\$1.00
1-05 Mile	3.75	75%	2.81
6-10 Mile	4.00	75%	3.00
11-15 Mile	4.75	75%	3.56
16-20 Mile	5.85	75%	4.39
21-25 Mile	7.25	75%	5.44
26-30 Mile	7.25	75%	5.44
31-35 Mile	9.25	75%	6.94
36-45 Mile	11.25	75%	8.44
46-50 Mile	13.25	75%	9.94

Option III-BID PRICE ADJUSTMENT BY HIDALGO COUNTY

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

- a. A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for October 25, 2013.
- b. For each 10% (increase or decrease) in the OPIS Index of October 25, 2013, 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, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County reserve 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. The appropriate OPIS Index is the index issued of the date of the invoice.

Acknowledgment and agreement to Bid Price, Adjustment Option III for the term of the contract including any grace period extension.

Company Name: Roy's Hauling Service, Inc
Signature/Title of Bidder: Roy Balderas Jr. Vice-President
- Roy Balderas Jr.
Address: P.O. Box 1896
City/State/Zip Code: Edinburg, TX 78540
Phone/Cell Number: 956.383.2206

OPENED
10/30/13
9:45am
Witnessed

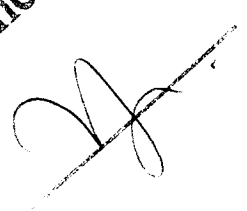


Exhibit "E"

Hidalgo County Precinct No. 2 "Loading and Hauling of Dirt"

Bid No. 2013-269-10-30-CGA

Hidalgo County is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONNAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1998 International	2HSFHAER3WC044857	1C64720	20	Owned
2000 Peterbilt	1XPCDU9X5YD483206	61XSH7	16	Owned
1999 International	2HSFHAER0XC066851	1C64721	20	Owned
2000 International	2HSFHAER9YC037946	1C64719	20	Owned
2000 Peterbilt	1XPCDU9X7YD483207	1C64722	20	Owned
2000 Peterbilt	1XPCDU9X5YD483173	1C64723	20	Owned
2006 Peterbilt	1XPFDB9X76D639700	1C64725	20	Owned
2006 Peterbilt	1XPFDB9X06D639702	1C64724	20	Owned
2000 Peterbilt	1XPCDU9X4YD483178	56MYJ6	16	Owned
2012 CTS	5TU114020CS000639	Y88443	20	Owned

EXHIBIT "C"

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2012

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).

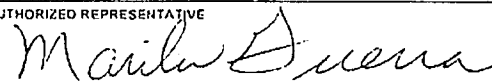
PRODUCER Valmor Insurance Agency, Inc. 1303 N 10th Street McAllen TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED ROY'S HAULING SERVICE INC. P O BOX 1896 EDINBURG, TEXAS 78540-1896	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: INSURER B: UNITRIN MUTUAL INS. CO. INSURER C: ATLANTIC CASUALTY INSURER D: INSURER E: INSURER F:

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSUR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y N	L086026998	03/28/2013	03/28/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS COMP/OP AGG \$ INCLUDED Fire Damage \$
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> SGL <input type="checkbox"/> TOT					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N N	2300075	08/20/2012	08/20/2013	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEF RE TENTION S					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY W/C STATUTE <input checked="" type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - (A EMPLOYEE) \$ E.I. DISEASE - POLICY LIMIT \$	Y/N <input type="checkbox"/> <input type="checkbox"/>	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 1998 INTL #044857, 1999 INTL #066851, 2000 PTRB #483178, 2000 PTRB #483173, 2000 PTRB #483206, 2000 PTRB #483207, 2006 PTRB #639700 AND 2006 PTRB #639702

CERTIFICATE HOLDER COUNTY OF HIDALGO 2802 S BUSINESS HWY 281 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED Roy's Hauling Service, Inc. P O BOX 1896 Edinburg, TX 78539	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- 5. 2006, PETERBILT, TRUCK TRACTOR, 1XPFDB9X76D639700
- 6. 2006, PETERBILT, TRUCK TRACTOR, 1XPFDB9X06D639702
- 7. 2000, PETERBILT, TRUCK TRACTOR, 1XPCDU9X4RD483178
- 8. 2000, PETERBILT, TRUCK TRACTOR, 1XPCDU9X5YD483206
- 9. 2012, CTS, TRAILER, 5TU114020CS000639
- 10. 2012, CTS, TRAILER, 5TU114029CS000638
- 11. 2006, CTS, TRAILER, 1C91140206S770071
- 12. 2006, CTS, TRAILER, 1C91140236S770887
- 13. 1999, CPS, TRAILER, 4Z4111623XP001967
- 14. 2001, CTS, TRAILER, 5TU3432297S000345
- 15. 2000, CPS, TRAILER, 4Z4515425YP002650
- 16. 1999, CPS, TRAILER, 4Z4S15423XP002244
- 17. 2012, EAGER BEAVER, TRAILER, 112SD5523CL076418
- 18. 2003, UTILITY, TRAILER, 1UYVS25393M034807
- 19. 2000, CTS, Trailer, 1C9114029YF770069



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2013

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 SILVERHORN INSURANCE GROUP 200 N 12TH ST SUITE 102 EDINBURG, TX 78541	956-383-3332 956-720-0257	CONTACT NAME: DAVID D. SALAZAR JR PHONE (A/C, No, Ext): 956-383-3332 FAX (A/C, No): 956-720-0257 E-MAIL ADDRESS: DAVID@SILVERHORNINSURANCE.COM
INSURED ROY'S HAULING PO BOX 1896 Edinburg, TX 78540		INSURER(S) AFFORDING COVERAGE INSURER A: TEXAS MUTUAL INS. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> A- OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> H- RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A ✓	TSF-0001257473	8/31/2013	8/31/2014 WC STAT/LTDY LIMITS OTHER E.L. EACH ACCIDENT \$ 100000.00 E.L. DISEASE - EA EMPLOYEE \$ 100000.00 E.L. DISEASE - POLICY LIMIT \$ 500000.00

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

CERTIFICATE HOLDER COUNTY OF HIDALGO 2812 S. BUSINESS HWY 281 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David D. Salazar Jr</i>
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Zimbra**cris.ayala@co.hidalgo.tx.us**

Fwd: Service Contract for Loading and Hauling of Dirt for Pct. 2

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Jan 06, 2014 08:51 AM
Subject : Fwd: Service Contract for Loading and Hauling of Dirt for Pct. 2
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Ms. Cris
Looks like draft contract is ready to go. Thanks

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, January 6, 2014 8:29:50 AM
Subject: RE: Service Contract for Loading and Hauling of Dirt for Pct. 2

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, January 03, 2014 4:54 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Service Contract for Loading and Hauling of Dirt for Pct. 2

Happy New Year Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, January 3, 2014 4:52:50 PM
Subject: Fwd: Service Contract for Loading and Hauling of Dirt for Pct. 2

Ms. Marty,
I have attached the current insurance certificate. Please forward for legal's review.

Thank you,
Cris

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>

CC MEETING OF 1-14-14

INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A.

Pet. 2

1. AI-42433

Acceptance of the sole bid received and approval of contract for the request for bids for "Loading and Hauling of Dirt" for Hidalgo County Precinct #2. (Bid No.: 2013-269-10-30-CGA)

APPROVED

2. AI-42514

Acceptance, and approval of the following for C-13-250-01-14 - "Road & Drainage Construction - Rancho Blanco Road" between Hidalgo County and R.D.H. Site & Concrete Company as submitted through project engineer R. Gutierrez Engineering Corp.:

A. Final construction contract (CC previously approved to award on 10/22/2013) in the amount of \$297,936.13;

B. Pursuant to TXLGC262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS...' The original contract price may not be decreased by 18% or more without the consent of the contractor.

Raul Salgado

B.

WIC

1. AI-42421

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County WIC Program-Lease of Office Space-City of Roma- RFB No. 2013-213-12-04-SMA

C.

Sheriff's Office

1. AI-42422

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Sheriff's Office Legend and Non-Legend Pharmaceuticals- RFB No. 2013-145-12-27-SMA.

*(120 days for remodeling) Start date once remodeling is complete + co. accepts premises
Westwood Pharmacy*

13.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A.

Real Estate Acquisition

*in @ 10:13
out @ 10:44*

B.

Pending and/or potential litigation

C. AI-42533

C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

D. AI-42505

C-0664-13-I; Iris Judith Serna, Rogelio Castillo Saldana v. County of Hidalgo

E. AI-42603

CL-13-3882-A; TCPSP Corp. v. Hon. Jesus Morales (JP 1,2)

ok

CC MEETING OF 1-14-14

*****NOTES*****

Date: February 3, 2014

To: H.C. Judge's Office
And Co. Clerks Office

From: Cris Ayala, Buyer III
Hidalgo County Purchasing

Re: Contract for Roy's Hauling- Loading and Hauling of Dirt-Pct. 2

Comments: Please have Judge Garcia sign contracts, and also Mr. Guajardo,
Thank you.