

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

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID 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"
BID 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 the 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 reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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Hidalgo County Precinct No. 1
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BID No. 2014-017-02-12-MEG
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Market Volatility and Unit Price Adjustments:

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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

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

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
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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 **WEDNESDAY, FEBRUARY 7, 2014 BY 5:00 P.M.**

EXHIBIT "B"

VENDOR'S BID

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

OPENED
2/2/14
W. Adams
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 Pk 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
2/12/14
9:35am
Witnessed



PART II

Bid Price Adjustment by Hidalgo County Precinct No. 1

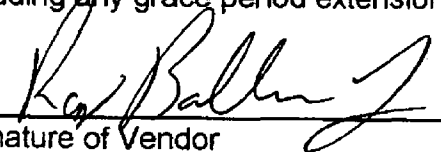
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

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

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE 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.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
	1998 International	2HSFHAER3WC044857	1C64720	22-24	Owned
	1999 International	2HSFHAER0XC066851	1C64721	22-24	Owned
	2000 International	2HSFHAER9YC037946	1C64719	22-24	Owned
	2000 Peterbilt	1XPCU9X7YD483207	1C64722	22-24	Owned
	2000 Peterbilt	1XPCDU9X5YD483173	1C64723	22-24	Owned
	2006 Peterbilt	1XPFDB9X76D639700	1C64725	22-24	Owned
	2006 Peterbilt	1XPFDB9X06D639702	1C64724	22-24	Owned

EXHIBIT "C"

INSURANCE



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	INSURER(S) AFFORDING COVERAGE
	ROY'S HAULING SERVICE INC. P O BOX 1896 EDINBURG, TEXAS 78540-1896	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.

INSURER	TYPE OF INSURANCE	AGGREGATE LIMIT	PER POLICY	PER OCCUR	LOC	ADDL SUBR	RISK	LYND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY											EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY											DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
									Y N L086026998	03/28/2013	03/28/2014	MED EXP (Any one person) \$ 5,000
												PERSONAL & ADM INJURY \$ 1,000,000
												GENERAL AGGREGATE \$ 1,000,000
												PRODUCTS COMPAG AGG \$ INCLUDED
												Fire Damage \$
B	AUTOMOBILE LIABILITY											COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	X ANY AUTO											BODILY INJURY (Per person) \$
									N N 2300075	08/20/2012	08/20/2013	BODILY INJURY (Per accident) \$
												PROPERTY DAMAGE (Per accident) \$
												\$
	UMBRELLA LIAB											EACH OCCURRENCE \$
	EXCESS LIAB											AGGREGATE \$
												\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY											WC STATUTE - X TOTAL LIMITS \$ PER
												E.L. EACH ACCIDENT \$
												E.L. DISEASE - TA EMPLOYEE \$
												E.L. DISEASE - POLICY LIMIT \$

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	CANCELLATION
COUNTY OF HIDALGO 2802 S BUSINESS HWY 281 EDINBURG, TX 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 <i>Maribel Suarez</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2014

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

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A.C. No. Ex): 1-877-945-7378 FAX (A.C. No.): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:
INSURED Roy's Hauling Service, Inc. P O BOX 1896 Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE INSURER A: Praetorian Insurance Company NAIC #: 37257 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

JAN 10 2014

COVERAGES **CERTIFICATE NUMBER:** WI49799 **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 (LR)	TYPE OF INSURANCE	ADDL 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"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> 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 - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PICTX0002409	08/23/2013	08/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					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 <input type="checkbox"/> N/A				WC STATUTORY LIMITS: <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Auto Physical Damage		PICTX0002409	08/20/2013	08/20/2014	Comp Ded \$1,000 Coll Ded \$1,000

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

Vehicles:
 1. 1998, INTERNATIONAL, TRUCK, 2HSFRAERJWC044857
 2. 1999, INTERNATIONAL, TRUCK, 2HSEBA8ROXC066851
 3. 2000, PETERBILT, TRUCK TRACTOR, 1XP0DU9X5YD483173
 4. 2000, PETERBILT, TRUCK TRACTOR, 1XP0DU9X7YD483207

CERTIFICATE HOLDER County of Hidalgo 2812 S. Business Hwy 261 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

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAME OF 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, 1XPFD89X760639700
- 6. 2006, PETERBILT, TRUCK TRACTOR, 1XPFD89X260639702
- 7. 2000, PETERBILT, TRUCK TRACTOR, 1XPDU9X4RD483178
- 8. 2000, PETERBILT, TRUCK TRACTOR, 1XPDU9X5YD483206
- 9. 2012, CTS, TRAILER, 5TU114020C6000639
- 10. 2012, CTS, TRAILER, 5TU114025C6000638
- 11. 2006, CTS, TRAILER, 1C91140206S770071
- 12. 2006, CTS, TRAILER, 1C91140236S770687
- 13. 1999, CPS, TRAILER, 424111623XP001967
- 14. 2001, CTS, TRAILER, 5TU34322975000145
- 15. 2000, CPS, TRAILER, 424515425YP002650
- 16. 1999, CPS, TRAILER, 424915423XP002244
- 17. 2012, EAGER BEAVER, TRAILER, 1128D5521CL076418
- 18. 2003, UTILITY, TRAILER, 1DUYS25393H024807
- 19. 2000, CTS, Trailer, 1C9114029VF770069



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:

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.

CLASS LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	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 GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> H-RED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per residence) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS above	Y/N Y N/A ✓	TSF-0001257473	8/31/2013	8/31/2014	WC STATUTORY 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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✓ 3. Approval of Agreement for Right of Way Procurement for FM 2220 (from Mile 5 to FM 1924) CSJ: 2094-01-044.

200-100-100

C.

AI-43403 County Energy Transportation Reinvestment Zone (CETRZ):

4 parcels

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

wa 2 Approval and appointment of members of CERTZ Advisory Committee *next wk.* *2+1 in oil industries*

*connection EDC pt. listed as A * Map should be Exb. A.*

3. Discussion, consideration and approval to apply for the FY2014 County Transportation Infrastructure Fund Grant Program

4. Discussion, authorization and approval of designating Wallace Road and Brushline Road Projects to be funded by the County Transportation Infrastructure Grant Program *approx. \$200k → 10 yrs.*

✓ 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:

OK

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

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.

APPROVED

2. AI-43377 Acceptance and approval to purchase One (1) New 2014 Cat 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. *11 mo. / 2 part. - 1 qualified - Rays Hauling*

B. Pet. 2