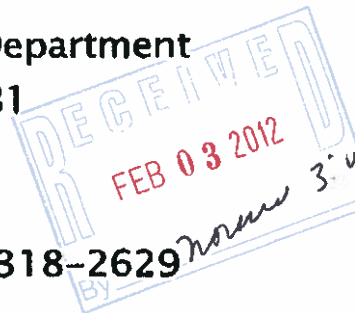




Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 318-2629



E-12-077-02-21

February 2, 2012

Gomez Wastewater Services  
C/O Agustin Gomez  
PO Box 1012  
Elsa, Texas 78543

Via email: [augie21gomez@yahoo.com](mailto:augie21gomez@yahoo.com)  
Cert. Mail: 7099 3220 0002 9744 7423

Effective dates from:  
March 31, 2012 thru March 30, 2013

Re: C-11-041-03-15  
"Wastewater Management Services"

Dear Mr. Gomez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of February 21, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Tuesday, February 7, 2012, via facsimile to (956) 956-292-7612 or email to: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

By:  \_\_\_\_\_

Date: 2/3/12 \_\_\_\_\_

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

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,

*Cris Ayala*

Gricelda (Cris) Ayala, Buyer III  
Hidalgo County Purchasing Department

cc:  
department

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**CONSULTING SERVICES AGREEMENT  
C-11-041-03-15**

**THIS CONSULTING SERVICES AGREEMENT** (the "Agreement") is made this 31<sup>st</sup> day of **March, 2011**, by and between, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas ("County"), and

**Whereas**, County is required to achieve and maintain compliance with the requirements of the Texas Commission on Environmental Quality ("**TCEQ**") with respect to certain operators at **Hidalgo County Precinct No. 1**, (the "Precinct") and

**Whereas**, to insure that the standards of the are met, it will be necessary for County to secure the assistance of a holder of a wastewater treatment plant operator's certificate, issued by **TCEQ**, and

**Whereas**, **Agustin Gomez dba Gomez Wastewater Services** possesses particular experience and expertise in the areas relating to compliance with **TCEQ** compliance, and possesses a Class A Wastewater Treatment Plant Operator's License, and

**Whereas**, County wishes to engage the services of **Agustin Gomez dba Gomez Wastewater Services** to assist County in securing and maintaining compliance with **TCEQ** regulations.

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

1. **Agustin Gomez dba Gomez Wastewater Services** represents and warrants to County that he has experience and expertise in the field of compliance with **TCEQ** regulations, as the same relate to County's operations of the Park, and that he is the current holder of a Class A Wastewater Treatment Plant Operator's Certificate issued by **TCEQ**, as further described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes. In the event of the lapse, revocation or other termination of such license, this Agreement shall automatically terminate and be of no further force and effect. The fact of any such lapse, revocation or other termination **Agustin Gomez dba Gomez Wastewater Services** Class A Wastewater Treatment Plant Operator's Certification shall be immediately reported by **Agustin Gomez dba Gomez Wastewater Services** to the Hidalgo County Precinct No.1 Commissioner, and to the Hidalgo County Judge.

its operation of the Park and in the preparation of all reports and proposals which are necessary to assure that County is operating the Park in compliance with **TCEQ** regulations.

3. **Agustin Gomez dba Gomez Wastewater Services** shall present monthly reports, in person to the Hidalgo County Precinct No.1 Commissioner relating to **Agustin Gomez dba Gomez Wastewater Services** work under the provisions hereof and relating to the actions necessary by County in order to operate the Park in compliance with **TCEQ** regulations.

4. **Agustin Gomez dba Gomez Wastewater Services** shall submit monthly written invoices, describing in detail satisfactory to County, the services provided during the preceding month, under the terms of this Agreement. Upon receipt and approval of such invoices, they will be submitted for payment by the County. Compensation for the services herein described shall be \$1795.83 monthly, as further described in Exhibit "B" which is attached hereto and incorporated herein by reference for all purposes.

5. **Agustin Gomez dba Gomez Wastewater Services** at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of consulting services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of **Agustin Gomez dba Gomez Wastewater Services** or any of his partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, civil service benefits, or employee benefits of any kind. **Agustin Gomez dba Gomez Wastewater Services** will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

6. **Agustin Gomez dba Gomez Wastewater Services** shall incur no financial obligation or any other obligation on behalf of County without prior written approval of the Commissioners' Court. **Agustin Gomez dba Gomez Wastewater Services** will be responsible for all personal and professional expenses incurred by **Agustin Gomez dba Gomez Wastewater Services**.

7. **Agustin Gomez dba Gomez Wastewater Services** will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgements, settlements, court costs and attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligations undertaken or any covenant this Agreement, whether such act, omissions or failure was **Agustin Gomez dba Gomez Wastewater Services** or that of any person providing services hereunder by or through **Agustin Gomez dba Gomez Wastewater Services** upon written notice from County, **Agustin**

**Gomez dba Gomez Wastewater Services** will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. **Agustin Gomez dba Gomez Wastewater Services** will carry proper insurance with County named as an additional named insured to the extent such is reasonably available.

If to County:

The County Of Hidalgo  
County Judge Ramon Garcia  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Company:

Agustin Gomez  
dba Gomez Wastewater Services  
PO Box 1012  
Elsa, Texas 78543

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

8. This Agreement will be for a period of one (1) year with the County's option to renew for an additional two (2) one (1) year periods, under the same rates, terms and conditions and with the County's sole discretion to extend this agreement for an additional sixty (60) day grace period at the end of the term for unforeseen delays in the award of the new bid and contingent upon cost to remain unchanged as set forth in Exhibit "B" attached hereto, unless this Contract is earlier terminated pursuant to the provisions herein, whichever occurs first with or without cause on thirty (30) days written notice to **Agustin Gomez dba Gomez Wastewater Services**.

9. Following the expiration or termination of this Agreement, **Agustin Gomez dba Gomez Wastewater Services** agrees to do nothing that may interfere with a County contract or in the operation of the Program.

Miscellaneous Provisions.

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

extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

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

10.08 **Assignment.** This Agreement shall not be assignable by either party hereto.

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

10.10 **Gender and Number.** All pronouns used in this agreement shall include the other gender, whether used in the masculine, feminine, or neuter gender, and

the singular shall include the plural whenever and so often as may be appropriate.

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

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

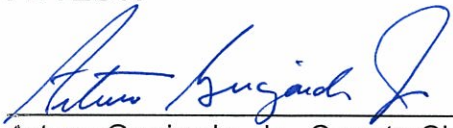
**EXECUTED** effective as of the day and year first written above.


**HIDALGO COUNTY, TEXAS**

By:   
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 3/15/11 

**ATTEST:**

  
Arturo Guajardo, Jr., County Clerk

COMPANY: Comerz Washbuckly Services  
By:   
Printed Name: Agustin Comerz  
Title: Washbuckly Plant Operator

Approved on Commissioners' Court: 3-15-11

**APPROVED AS TO FORM**

Atlas & Hall, L.L.P.

By:  \_\_\_\_\_  
Stephen L. Crain

**EXHIBIT "A"**

**SPECIFICATIONS**

**EXHIBIT "A"**  
**Hidalgo County Precinct No.1**  
**"Waste Water Management System"**  
RFSQ NO.: 2011-041-02-25CGA  
QUOTE DUE DATE: February 25, 2011

**OVERVIEW:**

Hidalgo County Precinct No. 1 is currently soliciting sealed quotes from certified waste water operators with a Class "A" license issued by the T.C.E.Q for "Waste Water Management System". The awarded vendor will service, maintain and monitor the operation waste water facility at Delta Lake Park.

**SCOPE OF SERVICES:**

The scope of work required to be performed by the operator is keeping the facility in compliance thru constant monitoring and collecting the required samples as permitted by the issued permit consisting of a daily, weekly, monthly and quarterly samples and analyzed as per the permit requirements. Awarded vendor will also need to assist the Precinct with the renewal of permit (when applicable) in accordance to T.C.E.Q. (Texas Commission of Environmental Quality).

**REQUIREMENTS:**

1. Be Class "A" certified and must submit copies of certifications.
2. Have knowledge of the current rules and regulations in accordance with applicable T.C.E.Q. and EPA (Environmental Protection Agency) requirements.
3. Inspects the facility five days out of the seven day week accordingly to T.C.E.Q. and collect the facility data such as flows, dissolved oxygen levels, PH, chlorine residuals;
4. Maintain a record of all inspections and collections and keep a log in its maintenance requirements;
5. Must also visually check the pumps and its control and blower system on a daily basis;
6. Observe safety practices at all times;
7. Prepare weekly samples for analysis such as BOD, TSS, NH3, E-COLI and have knowledge of each analysis,
8. Awarded vendor must provide all necessary equipment, tools and/or any other materials required to perform services.
9. Provide monthly reports to Hidalgo County Precinct No. 1. Commissioner.
10. Keep facility in T.C.E.Q. compliance at all times;
11. Test water samples gathered from the facility must be sent to a state certified laboratory.
12. Laboratory must be approved by NELAC-Institute (National Environmental Laboratory Accreditation Conference).
13. In addition to the above samples, one yearly sample will be collected and analyzed for a complete water analysis Toxicity Characteristic Leaching Procedure (TCLP) Test.

**QUOTES MUST HAVE:**

The vendor must include a brief summary or overview of the services to be provided including:

1. The number of staff to be involved in the project;
2. An overview of the services being requested;

**TERMS AND CONDITIONS:**

1. If at any time it appears that Hidalgo County Precinct No. 1 will exceed \$50,000.00 within the fiscal year, all service(s) will be suspended until a contract is obtained through the Hidalgo County bidding process.
2. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
3. Hidalgo County reserves the right to hold the quote for a period of ninety (90) days without taking any action.
4. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded vendor.

**QUOTE DEADLINE:**

**Deadline for quote submission is Friday, February 25, 2011 at 3:30 P.M.** One (1) original and three (3) copies of the sealed quote shall be addressed to:

Martha L. Salazar, CPPB/Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 S, Business Hwy. 281  
Edinburg, Texas 78539

**TERM:**

The contract term shall be for an initial period of one (1) year with County's option to renew for two (2) additional, one (1) year terms, under the same rates, terms and conditions.

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

**ADDITIONAL INFORMATION:**

Information regarding this project can be addressed in writing and faxed to (956)292-7612 or by via email to: [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us) .


**EXHIBIT "B"**  
**QUOTE PAGE**

**EXHIBIT "B"**  
**HIDALGO COUNTY PRECINCT NO. 1**  
**"WASTE WATER MANAGEMENT SYSTEM"**  
**RFSQ NO.: 2011-041-02-25-CGA**  
**QUOTE PAGE**

---

PRICE PER MONTH: \$ 1,795.83

VENDOR'S INFORMATION:

BIDDER/COMPANY NAME: Agustin Gonzalez Wastewater Services  
ADDRESS: P.O. Box 1012  
CITY/STATE/ZIP CODE: ELSA TX, 78543  
PHONE & FAX NO.: 956-472-6532  
CELLULAR NO: 956-472-1180  
AUTHORIZED SIGNATURE:   
PRINTED NAME: Agustin Gonzalez  
TITLE: Agustin Gonzalez Certified Operator  
EMAIL ADDRESS: augie21gonzalez@valdes.com  
(IF AVAILABLE)

**EXHIBIT "C"**

**CERTIFICATE OF INSURANCE**

03/13/2012 15:51 MONTALVO INSURANCE AGENCY

(FAX)19569699198

P.001/001



THIS CERTIFICATE IS DEEMED NULL AND VOID IN THE EVENT A NEWER CERTIFICATE IS ISSUED

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
Mar 13, 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	DELTA GENERAL AGENCY CORPORATION PO Box 2045 Houston TX 77252 Retail Agent: MONTALVO INS AGENCY INC	CONTACT NAME: Retail Agent: MONTALVO INS AGENCY INC	PHONE (A/C No. Ext): 956-968-5521	FAX (A/C No.):
		E-MAIL ADDRESS:		
INSURED	GOMEZ WASTE WATER SERVICE AGUSTIN GOMEZ DBA PO BOX 1012 ELSA, TX 78543	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	NAUTILUS INSURANCE CO	17370
		INSURER B:	NOT APPLICABLE	
		INSURER C:	NOT APPLICABLE	
		INSURER D:	NOT APPLICABLE	
		INSURER E:	NOT APPLICABLE	
		INSURER F:	NOT APPLICABLE	

**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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		NN-170262	03/18/12	03/18/13	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED 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	N/A				WC STATUTORY LIMITS OTHER 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)

INSTRUMENTAL MONITORING OF WASTE WATER

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED. THERE IS NOT A WAIVER OF SUBROGATION FOR THIS CERTIFICATE HOLDER.

<b>CERTIFICATE HOLDER</b> HIDALGO COUNTY 100 E CANO EDINBURG TX 78539	<b>CANCELLATION</b> 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  DELTA GENERAL AGENCY CORPORATION

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**02/15/13**

PRODUCER  
**Reyes Insurance**  
**401 S. Kansas Ste. A-1**  
**Weslaco, TX 78596**  
**(956) 968-6117 Fax: 968-4087**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
**AGUSTIN GOMEZ**  
**DBA WASTEWATER SERVICE**  
**PO BOX 1012**  
**ELSA TEXAS 78543**

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: <b>HOME STATE COUNTY MUTUAL</b>	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADOL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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 \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>2001731381</b>	<b>02/15/13</b>	<b>02/15/14</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>300,001</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													

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

CERTIFICATE HOLDER  
**HIDALGO PRECINCT #1**  
**ATT: PURCHASING DEPT**  
**2812 S HIGHWAY BUS.281**  
**EDINBURG, TEXAS 78539**

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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

Exhibit "D"

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Be it known that*

**AGUSTIN GOMEZ**

*has fulfilled the requirements in accordance with the laws of the State of Texas for*

**CLASS A WASTEWATER TREATMENT OPERATOR**

License Number: WW0002807

Issue Date: 04/08/2011

Expiration Date: 04/10/2014

*Max Vile*

Executive Director  
Texas Commission on Environmental Quality

b. Pursuant to County's protocol:  
the nomination of at least three (3) firms from the approved pool above:

approved

- 1. Prodegy Cons McAllen ;
- 2. Dos Logistics ;
- 3. Dannenbaum ; **OR, as an alternative**
- 4. **GAS**

no action

c. Consideration of ALL firms of the newly approved pool above, for evaluation, grading and scoring in connection with a Construction Manager to serve as "Owner's Designated Representative" in connection with the Design and Construction of an Hidalgo County Sub-Station in the Precinct #1 area;

approved

d. Selection/Assignment/Designation of the Committee to Evaluate, Score and Grade the nominated firms as Construction Manager to serve as Owner's Designated Representative in the design and construction of an Hidalgo County Sub-Station in the Precinct #1 area.

approved

5. **AI-25676** Acceptance and approval of an "Amendment" to clarify the current contract between Hidalgo County and Dubose Interests, LLC dba Performance Grade Asphalt, LLC, for CRS-2 (Cationic Rapid Setting) Emulsified Asphalt to reflect Hidalgo County and not Hidalgo County Precinct No. 2. C-10-264-11-22;

approved

6. **AI-25534** Recommending award of bid and approval of contract to the sole bidder (Lumatec) meeting all specifications and/or requirements for "Roadway Light Fixtures and Maintenance for Precincts No. 1 & 3" .(RFB No.: 2011-017-02-09-CGA)

approved

7. **AI-25621** Recommending bid award to lowest bidder meeting all specifications and/or requirements for: Hidalgo County Pct 3 "Raw Pit Run and/or Pit Run Caliche" (Bid No.: 2011-094-03-08-MEG).

approved

8. **AI-25693** a. Acceptance and approval of the separate proposed Letter of Engagement as permitted under the current contract with the Hon. Rolando Rios for the provision of legal services to commence the: Census Undercount Challenge Project for Hidalgo County;

approved

b. Requesting exemption from competitive bidding requirements under, Texas Local Government Code, 262.024 (2)(4), a professional service;

approved

c. Acceptance and approval of a Letter of Engagement with the Hon. Jose Garza for the provision of legal services to commence the: Census Undercount Challenge Project for Hidalgo County.

approved

9. **AI-25674** a. Requesting acceptance and approval of "Certificate of Substantial Completion" submitted by Carrier Corporation, reflecting substantial completion dated as of November 1, 2010 for the project: Hidalgo County Old Administration Building 3rd Floor Renovations-Replacement of Air Handler Unit" (2009-071C-MSS).

approved

b. Acceptance and approval of Final Invoice No. B002136424 in the amount of \$34,422.83 received from Carrier Corporation (awarded vendor through Buyboard Cooperative Purchasing Program contract 305-08 and 298-09) in connection with "Hidalgo County Old Administration Building 3rd Floor Renovations-Replacement of Air Handler Unit" in amounts (detailed herein) eligible for payment after review and complete processing procedures by Auditor with authority County Treasurer to issue payment.

**B. Pct. 1**

approved

1. **AI-25651** Recommending award (thru sealed quotes) and approval of contract to the sole bidder (Agustin Gomez Wastewater Services) meeting all specifications and/or requirements for "Waste Water Services for Pct. 1". (RFSQ No.: 2011-041-02-25-CGA)

**AI-25651**

**40.D.0.**

**Award of sealed quotes for Wastewater Services for Pct. 1  
CC REGULAR**

**Date:** 03/15/2011  
**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 1

**Information**

**CAPTION**

Recommending award (thru sealed quotes) and approval of contract to the sole bidder (Agustin Gomez Wastewater Services) meeting all specifications and/or requirements for "Waste Water Services for Pct. 1". (RFSQ No.: 2011-041-02-25-CGA)

**BACKGROUND**

Contract will commence on March 31, 2011 thru March 30, 2012.

**Fiscal Impact**

**FISCAL YEAR:** 1- **ACCT. #:** 1100-452-00-121-013-0-350  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**

**Attachments**

Link: [Pct. Approval](#)  
 Link: [Participation/Tabulation Sheets](#)  
 Link: [Agustin Gomez Contract](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Gricelda Villarreal	03/09/2011 09:20 AM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Gricelda Villarreal      Started On: 03/09/2011 09:20 AM