



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

MEMORANDUM

(Department's Recommendation)

To: **Hon. A.C. Cuellar, Commissioner**
 Hidalgo County Precinct No. 1

ATTN: Katia Garcia

From: Sandy Suarez, Buyer II
 Hidalgo County Purchasing Department

Date: January 10, 2014

Re: RFSQ No. 2014-015-01-10-SGS-Recommendation/Concurrence for Hidalgo County
 Precinct No. 1-"Waste Water Management System"

We have received one (1) response for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

Please submit your response no later than **Friday, January 17, 2014 @ 11:00 a.m.** to be able to present to the next proposed Commissioner's Court meeting on **February 07, 2014**. Reply to the Purchasing Department **via email to: sandy.suarez@co.hidalgo.tx.us** or via fax to (956)-292-7612.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

Please indicate your recommendation and/or concerns on the space provided below:

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. <i>Agustin Gomez</i>	<i>sole bidder</i>
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 4-1100-452-00121-013-0350

Raul Lozano
 AUTHORIZED SIGNATURE

Raul Lozano
 PRINTED NAME

Pct-1
 DEPARTMENT

1/13/14
 DATE

Enclosures

**HIDALGO COUNTY PURCHASING DEPARTMENT
QUOTE TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT #1

QUOTE OPENING DATE: January 10, 2014

QUOTE OPENING TIME: 9:30 A.M.

DESCRIPTION OF QUOTE: "WASTE WATER MANAGEMENT SYSTEM"

RFSQ NO: 2014-015-01-10-SGS

QUOTE #	SOLE PARTICIPANT	COST PER MONTH
	Agustin Gomez DBA/Waste Water Services	\$1795.83

Zimbra

cris.ayala@co.hidalgo.tx.us

Fwd: TCEQ- Waste Water Management

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Dec 13, 2013 10:15 AM
Subject : Fwd: TCEQ- Waste Water Management
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Merry Christmas!!!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, December 13, 2013 7:25:50 AM
Subject: RE: TCEQ- Waste Water Management

The agreement is fine.



From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 12, 2013 5:08 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: TCEQ- Waste Water Management

Changes made. 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: Thursday, December 12, 2013 4:57:00 PM
Subject: Fwd: TCEQ- Waste Water Management

Ms. Marty,
Made changes as recommended. Please forward for legals review.

Thank you,
Cris

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
Sent: Thursday, December 12, 2013 9:56:57 AM
Subject: Fwd: TCEQ- Waste Water Management

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONSULTING SERVICES AGREEMENT
C-14-015-02-04**

THIS CONSULTING SERVICES AGREEMENT (the “Agreement”) is made this **31st** day of **March, 2014**, by and between, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (“County”), and **Agustin Gomez, d/b/a Gomez Wastewater Services** (“Operator”);

Whereas, County is required to achieve and maintain compliance with the requirements of the Texas Commission on Environmental Quality (“**TCEQ**”) with respect to testing of the sanitary sewer treatment facility at Delta Lake Park, (the “Facility”);

Whereas, to insure that the standards of the TCEQ 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**;

Whereas, Operator 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 Operator 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. Operator 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 Facility, 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 of Operator’s Class A Wastewater Treatment Plant Operator’s Certification shall be immediately reported by Operator to the Hidalgo County Precinct No.1 Commissioner, and to the Hidalgo County Judge.
2. Operator shall assist County in its compliance with TCEQ regulations as same relate to the Facility located within Delta Lake Park and in the preparation of all reports and proposals which are necessary to assure that County is in compliance with **TCEQ** regulations.
3. Operator shall present monthly reports, in person to the Hidalgo County Precinct No.1 Commissioner relating to compliance with TCEQ regulations with respect to the Facility located within Delta Lake Park under the provisions hereof and relating to the actions necessary by

County in order to be in compliance with **TCEQ** regulations.

4. Operator 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 **\$1,795.83** monthly, as further described in Exhibit "B" which is attached hereto and incorporated herein by reference for all purposes.

5. Operator 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 Operator 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. Operator 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. Operator shall incur no financial obligation or any other obligation on behalf of County without prior written approval of the Commissioners' Court. Operator will be responsible for all personal and professional expenses incurred by Operator.

7. Operator 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 Operator or that of any person providing services hereunder by or through Operator upon written notice from County, Operator will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. Operator 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
302 W. University Drive
Edinburg, Texas 78539**

If to Operator:

**Agustin Gomez
d/b/a 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 commencing on **March 31, 2014** and ending on **March 30, 2015** 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 or any renewal term for unforeseen delays in the award of the new bid and contingent upon cost to remain unchanged. This Contract may be terminated by County with or without cause on thirty (30) days written notice to Operator.

9. Following the expiration or termination of this Agreement, Operator 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 Operator 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 County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Operator. County 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 County 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

ATTEST:

Arturo Guajardo, Jr., County Clerk

Operator: **Gomez Wastewater Services**

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
Atlas, Hall and Rodriguez, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT “A”

REQUEST FOR QUOTES (RFSQ) SPECIFICATIONS/REQUIREMENTS

Exhibit "A"
Hidalgo County Precinct No. 1
"Waste Water Management System"
RFSQ NO.: 2014-015-01-10-SGS

QUOTE DUE DATE: January 10, 2014

I. 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 (Texas Commission of Environmental Quality), for "Waste Water Management System". The awarded vendor will service, maintain and monitor the operation waste water facility at Delta Lake Park.

II. 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).

III. 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.

IV. 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.

V. TERMS AND CONDITIONS:

1. 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.
2. 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.
3. 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.
4. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.
5. Any contract awarded to a successful bidder will be in effect until;
 - A.) The contract expires
 - B.) Delivery acceptance of products and/or performance of services ordered, or
 - C.) Terminated by County with thirty (30) day's written notice prior to be cancellation
6. Hidalgo County reserves the right reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most valuable to Hidalgo County.

7. 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.
8. Hidalgo County reserves the right to hold the quote for a period of ninety (90) days without taking any action.
9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded vendor.

VI. QUOTE DEADLINE:

Deadline for quote submission is Wednesday, January 10, 2014 at 9:30 A.M.

One (1) original and three (3) copies of the sealed quote shall be addressed to:

Martha L. Salazar, CPPB/Purchasing Agent
Attn: Sandy Suarez
Hidalgo County Purchasing Department
New Administration Building
2802 S, Business Hwy. 281
Edinburg, Texas 78539
RFSQ No.: 2014-015-00-00-SGS

VII. ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha Salazar, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or VIA E-MAIL to: sandy.suarez@co.hidalgo.tx.us by no later than, Friday, January 03, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than **Tuesday, January 07, 2013 by 5:00 p.m.**

**EXHIBIT “B”
QUOTE PAGE**

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 1
"WASTE WATER MANAGEMENT SYSTEM"
RFSQ NO.: 2014-015-01-10-SGS

QUOTE PAGE

PRICE PER MONTH: \$ 1,795.83

INTERNAL USE ONLY- COMMODITY CODE: # 95836X 989-91

VENDOR'S INFORMATION:


BIDDER/COMPANY NAME: Agustin Comenz Waste Water Services

ADDRESS: P.O. Box 1012

CITY/STATE/ZIP CODE: Elisa TX 78543

PHONE & FAX NO.: 956-246-9843

CELLULAR NO: 956-246-9843

AUTHORIZED SIGNATURE: 

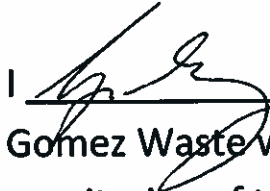
PRINTED NAME: Agustin Comenz

TITLE: Agustin Comenz Certifed Opn.

EMAIL ADDRESS:
(IF AVAILABLE) augie21comenz@yashoo.com

Date : January 14, 2014

Agustin Gomez Wastewater Services

I  the Operator and Owner for Agustin Gomez Waste water Services, my services consist of the daily monitoring of the Delta lake waste water package plant. The services also include daily, weekly, monthly and quarterly analysis and maintenance of the facility at the Delta lake park. Analysis consist of BOD, TSS, NH3, Ecoli , PH, Flows and Cl2 residuals. All these analysis are required by the Texas Commission of Environmental Quality, plus work in conjunction with park employees.

Agustin Gomez Wastewater Services

PO Box 1012

Elsa Tx. 78543

956-246-9843

Augie21gomez@yahoo.com

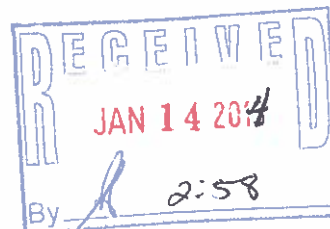



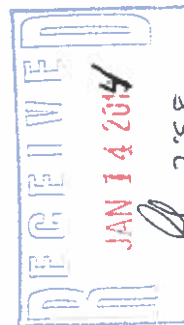
EXHIBIT “C”
CERTIFICATE OF INSURANCE

Thank you for insuring with us! Here are your identification cards for proof of insurance.

National General  Insurance		
TEXAS AUTOMOBILE INSURANCE CARD		
Home State County Mutual Insurance Company PO Box 3199 Winston Salem, NC 27102-3199		POLICY NUMBER 2001731381
Effective Date 2/15/2013		Expiration Date 2/15/2014
YEAR 2005	MAKE NISS	VEHICLE IDENTIFICATION NUMBER 5N1AN08U75C606474
INSURED Agustin Gomez DBA WASTE WATER SERVICES PO Box 1012 Elsa, TX 78543-1012	AGENT Reyes Insurance Agency 401 S Kansas # A-1 Weslaco, TX 78596 (956) 968-6117	#0229217
This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.		
CUSTOMER SERVICE: 1-877-468-3466 CLAIMS SERVICE: 1-800-468-3466		
MOD: 00		10327 (01012011)

▲
Fold On Dotted Line – Store In Your Vehicle

Texas Liability Insurance Card. Keep this card
IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your: <ul style="list-style-type: none">▪ motor vehicle registration▪ driver's license▪ motor vehicle safety inspection sticker.
You may also be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.
All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).
Report all accidents immediately to: Home State County Mutual Insurance Company Toll free at: 1-800-468-3466



Spanish version is available upon request – Call Toll free at: 1-877-468-3466

IMPORTANTE: Si usted quiere una tarjeta oficial escrita en español, llame a este llame a este número: 1-877-468-3466

These are your Temporary ID Cards.

Your Permanent ID Cards will arrive soon in the mail with your Policy.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
Mar 20, 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	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
		INSURER A : NAUTILUS INSURANCE CO NAIC # 17370
		INSURER B : NOT APPLICABLE
		INSURER C : NOT APPLICABLE
		INSURER D : NOT APPLICABLE
		INSURER E : 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	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	Y		NN298153	03/18/13	03/18/14	EACH OCCURRENCE	\$ 500,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						PERSONAL & ADV INJURY	\$ Excluded
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE	\$ 500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PRODUCTS - COM/PROP AGG	\$ Excluded
	DED <input type="checkbox"/> RETENTION \$							\$
	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				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDERHIDALGO COUNTY
100 E. CANO
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

DELTA GENERAL AGENCY CORPORATION

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/14

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
P O BOX 1012
ELSA, TEXAS 78543

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: HOME STATE COUNTY MUTUAL	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

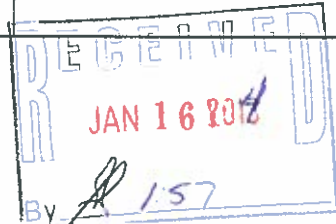
COVERAGES

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	ADD'L 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"/> CLAIMS MADE <input type="checkbox"/> OCCUR 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 \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2001731381	02/15/13	2/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 300,001 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 AUTO ONLY: EA ACC 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				WC STATUTORY LIMITS OTH-ER 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

VEHICLE: 2005 NISSAN VIN#5N1AN08U75C606474



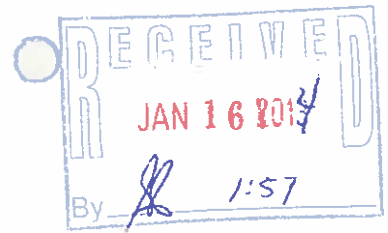
CERTIFICATE HOLDER

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



Affidavit & Indemnity Agreement

Date: January 16, 2014

Affiant: Agustin Gomez dba Wastewater Services

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Augustin Gomez states he is a sole proprietor doing business as Waste Water Services. Affiant will provide services for Hidalgo County Precinct No. 1, under a Hidalgo County RFSQ Description# 2014-015-01-10-SGS- "Waste Water Management System".

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.



[Signature]
Printed Name of Affiant: Agustin Gomez

SWORN AND SUBSCRIBED TO under oath before me on January 16, 2014
[Signature]
Notary Public, State of Texas

EXHIBIT “D”
TCEQ CERTIFICATE

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: **WW0002867**

Issue Date: **04/08/2011**

Expiration Date: **04/10/2014**



Executive Director

Texas Commission on Environmental Quality