

Zimbra

sandy.suarez@co.hidalgo.tx.us

Fwd: 14-083-Waste Water Services Agreement

From : Cris Ayala
<cris.ayala@co.hidalgo.tx.us>

Mon, May 19, 2014 03:55 PM

📎 1 attachment

Subject : Fwd: 14-083-Waste Water
Services Agreement

To : Sandy Suarez
<sandy.suarez@co.hidalgo.tx.us>

Sandy,
Here is legal's email approval and the contract for Agustin Gomez.

Thank you,
Cris

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
Sent: Monday, May 19, 2014 3:40:54 PM
Subject: Fwd: 14-083-Waste Water Services Agreement

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, May 19, 2014 3:24:12 PM
Subject: RE: 14-083-Waste Water Services Agreement

Looks good.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, May 19, 2014 2:01 PM
To: Steve Crain
Cc: Cris Ayala

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONSULTING SERVICES AGREEMENT
C-14-083-05-27**

THIS CONSULTING SERVICES AGREEMENT (the “Agreement”) is made this **27th** day of **May, 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 timely provide all daily, weekly, monthly, quarterly and annual reports as required under Hidalgo County’s TPDES Permit No. WQ0010973001 (see Exhibit “E”) to TCEQ on behalf of Hidalgo County with copies to the Hidalgo County Environmental

Compliance Office relating to compliance with TCEQ regulations with respect to the waste water treatment 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. Operator will be required to sign in and out at the Delta Lake Park Offices when operator performs the services at the waste water treatment facility.

4. Operator shall submit monthly written invoices to Hidalgo County Environmental Office, 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**

With Copy to:

**Hidalgo Co. Environmental Compliance
Department
C/O Martin Ramirez
1212 S. 25th Street, Suite B
Edinburg, TX 78539**

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 **May 30, 2014** and ending on **May 29, 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 addresses 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.** Operator shall provide insurance in force on all its vehicles and all persons connected with providing services under this Agreement 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.: 2014-083-05-09-SGS

QUOTE DUE DATE: MAY 09, 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" including, but not limited to the following. 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, 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. Must sign In and Out at the Delta Park Office.
5. Maintain a record of all inspections and collections and keep a log in its maintenance requirements.
6. Awarded contractor will present daily, weekly, monthly, quarterly and annual reports as required under Hidalgo County's TPDES Permit No.: WQ0010973001, in person to the Hidalgo County Environmental Compliance Office relating to compliance with TCEQ regulations.
7. Must also visually check the pumps and its control and blower system on a daily basis

8. Observe safety practices at all times
9. Awarded vendor must provide all necessary equipment, tools and/or any other materials required to perform services.
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.
14. Shall submit to the Environmental Compliance Section located at the Hidalgo County Executive Office, 2818 South Business Hwy 281, Edinburg, TX. 78539, monthly written invoices describing in detail satisfactory to the County, services provided during the preceding month under the terms of this Agreement

IV. LOCATION:

Delta Lake Park Wastewater Treatment Facility: 2 mi N. of FM88 and FM1422, E. of FM 88, adjacent to the Monte Alto Reservoir.

V. 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.

VI. 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 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.

VII. QUOTE DEADLINE:

Deadline for quote submission is Wednesday, MAY 09, 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.: 2014-083-05-09-SGS

VIII. 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, Tuesday, May 06, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than **Wednesday, May 7, 2014 by 5:00 p.m.**

**EXHIBIT “B”
QUOTE PAGE**

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 1
"WASTE WATER MANAGEMENT SYSTEM"
RFSQ NO.: 2014-083-04-23-SGS

QUOTE PAGE

PRICE PER MONTH: \$ 1,795.83

OPENED
4/23/14
9:35am
Witnessed

INTERNAL USE ONLY- COMMODITY CODE: # 968-46

VENDOR'S INFORMATION:

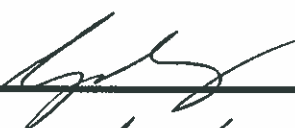
BIDDER/COMPANY NAME: Agustin Gomez Wastewater Services
ADDRESS: P.O. Box 1010
CITY/STATE/ZIP CODE: El Paso TX 78543
PHONE & FAX NO.: 954-246-9843
CELLULAR NO.: 954-246-9843
AUTHORIZED SIGNATURE: 
PRINTED NAME: Agustin Gomez
TITLE: Agustin Gomez Wastewater Services
EMAIL ADDRESS: (IF AVAILABLE) augie.gomez@valun.com

EXHIBIT “C”
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2014

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 DELTA GENERAL AGENCY CORPORATION 4848 LOOP CENTRAL DR SUITE 1000 HOUSTON TX 77081	CONTACT NAME: MONTALVO INS AGENCY INC																						
	PHONE (A/C No. Ext): 956-968-5521	FAX (A/C No.): (956) 969-9198																					
E-MAIL ADDRESS:																							
INSURED GOMEZ WASTE WATER SERVICE AGUSTIN PO BOX 1012 ELSA TX 78543		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>NAUTILUS INSURANCE CO</td> <td>17370</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NAUTILUS INSURANCE CO	17370	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A:	NAUTILUS INSURANCE CO	17370																					
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.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSR 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	NN424781	03/18/2014	03/18/2015	EACH OCCURRENCE \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 500,000 PRODUCTS - COM/PROP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED 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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					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	N/A			WC STATUTORY 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 HOLDER		CANCELLATION	
HIDALGO COUNTY 2802 S. BUS. 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 	

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/14

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 ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS	2001731381	02/15/14	2/15/15	COMBINED SINGLE LIMIT (Ea accident) \$ 300,001 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> 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 \$

RECEIVED
 APR 23 2014
 By *[Signature]* 8.35

RECEIVED
 APR 22 2014
 By _____

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

VEHICLE: 1997 CHEVROLET VIN# 2GCEC19R0V1167524

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

[Signature]

EXHIBIT “D”
TCEQ CERTIFICATE

U211U4

Check No 027704

04 02 2014

TCEQ, MC-214

Document No.	Document Date	Posting Description	Amount	Discount	Net Amount
141000	04/02/14	TCEQ, MC-214	111.00	0.00	111.00

Total 111.00

Lic. Renewal Fee

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

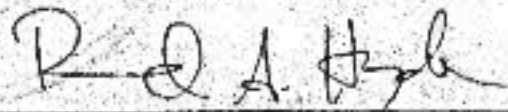
Be it known that

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: 05/04/2014
Expiration Date: 04/10/2017



*Executive Director
Texas Commission on Environmental Quality*

EXHIBIT “E”
TPDES PERMIT



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

TPDES PERMIT NO. WQ0010973001
[For TCEQ office use only - EPA I.D.
No. TX0072133]

This is a renewal that replaces TPDES
Permit No. WQ0010973001 issued
January 18, 2006.

PERMIT TO DISCHARGE WASTES

under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

County of Hidalgo

whose mailing address is

c/o Hidalgo County Precinct 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

is authorized to treat and discharge wastes from the Delta Lake Park Wastewater Treatment Facility, SIC Code 4952

located approximately 2 miles north of the intersection of Farm-to-Market Roads 88 and 1422, east of Farm-to-Market Road 88, adjacent to the Monte Alto Reservoir in Hidalgo County, Texas 78538

to Hidalgo and Willacy Water Control and Improvement District Ditch No. 1; thence to Laguna Madre in Segment No. 2491 of the Bays and Estuaries

only according with effluent limitations, monitoring requirements and other conditions set forth in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ), the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does not grant to the permittee the right to use private or public property for conveyance of wastewater along the discharge route described in this permit. This includes, but is not limited to, property belonging to any individual, partnership, corporation or other entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This permit shall expire at midnight, **July 1, 2015**.

ISSUED DATE: April 11, 2011

For the Commission