



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

July 16, 2019

Lewis & Ellis, Inc.
700 Central Expressway South, Ste. 550
Allen, TX 75013
P (972)850-0850
ATTN: Ms. Bonnie Albritton, Vice President

Via email: balbritton@lewisellis.com
TERM: January 01, 2020 – December 31, 2020

Re: **EXTENSION/RENEWAL & 1295 FORM NOTICE**
Original Contract# (C-16-215-12-06) – “Actuarial Consulting Services for Part I – GASB 43 and/or OPEB Valuation Analyses and Part II- Health Benefits Reserve Analysis”-Hidalgo County

Dear Ms. Albritton,

Be advised, that County has chosen the option to exercise **the final term of the additional two (2) one (1) year period, under the same rates, terms and conditions** with Lewis & Ellis, Inc. for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

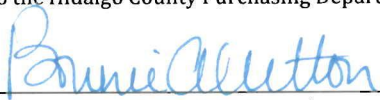
In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-19-227** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized **“HB Form 1295”** and **“Extension Notice”** must be received in our office completed via fax to (956) 292-7612 or via email to: hector.garcia1@co.hidalgo.tx.us **by no later than Friday, July 19, 2019 or sooner if possible**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your **“Updated Certificate of Insurance”** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: hector.garcia1@co.hidalgo.tx.us by no later than date reflected above.

By:  Date: 7/17/2019
Ms. Bonnie Albritton, Vice President

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Agent

MLS/hag
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lewis & Ellis, Inc.
Allen, TX United States

Certificate Number:
2019-517448

Date Filed:
07/17/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-19-227
Actuarial and consulting services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Bonnie Albritton, and my date of birth is 11/4/72.

My address is 3921 Clear Cove Ln, Dallas, Tx, 75244, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 17th day of July, 2019.
(month) (year)

Bonnie Albritton

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Lewis & Ellis, Inc.
 Allen, TX United States

Certificate Number:
 2019-517448

Date Filed:
 07/17/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County

Date Acknowledged:
 07/17/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 E-19-227
 Actuarial and consulting services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2018

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 Querbes & Nelson 214 Milam Street P. O. Box 5 Shreveport, LA 71161-0005	CONTACT NAME: Lany Lindsay
	PHONE (A/C, No, Ext): 318 221-5241
	FAX (A/C, No): 3184290599
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Federal Insurance Company
	NAIC #
	20281
INSURED Lewis & Ellis, Inc. 700 Central Expressway South, Suite 550 Allen, TX 75013-8098	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.

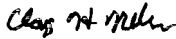
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35305038WCE	09/15/2018	09/15/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1673188635	09/15/2018	09/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79662636	09/15/2018	09/15/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1571609173	09/15/2018	09/15/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Crime			81274671	09/15/2018	09/15/2019	\$5,000,000

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

**** Supplemental Name ****
First Supplemental Name applies to all policies - Lewis & Ellis, Inc.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Attn: Purchasing Dept 2812 S. Hwy. Bus. 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 



September 27, 2018

Bonnie Albritton, Vice President
Lewis & Ellis, INC.
700 Central Expressway South, Ste 550
Allen, Texas 75013
P (972) 850-0850

via email balbritton@lewisellis.com 19
TERM: January 01, 2019 -December 31, 2020

Re: **EXTENSION/RENEWAL & 1295 FORM NOTICE**
CONTRACT# (C-16-215-12-06) – Actuarial Consulting Services for GASB 43 and/or 45 OPEB Valuation Analysis and Part II Health Benefits Reserve Analysis” for HIDALGO COUNTY

Dear Ms. Reed

Be advised, that County has chosen the option to exercise **the FIRST of 2 Extensions** of the additional one (1) year period, *(under the same rates, terms and conditions)* with **Actuarial Consulting Services for GASB 43 and/or 45 OPEB Valuation Analysis and Part II Health Benefits Reserve Analysis** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-18-252**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized **“HB Form 1295”** and **“Extension Notice”** must be received in our office completed via fax to (956) 292-7612 or via email to: elena.gomez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your **“Updated Certificate of Insurance”** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: elena.gomez@co.hidalgo.tx.us by no later than date reflected above.

By: _____

Bonnie Albritton

Bonnie Albritton, Vice President

Date: 10/10/2018

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB/Purchasing Agent

MLS/meg
Enclosures

monthly payment of \$2,742.77 billed quarterly for a total of \$8,228.31 through requisition# 00379968.

- M. **AI-67125** Approval of an open market purchase of one (1) Cummins-Allison Jetscan Model 4065 ES Currency-Counterfeit Machine and Accessories in the amount of \$2,293.05 and an Annual Preventative Maintenance Inspection Agreement in the amount of \$340.00 which will include periodic inspections & preventive maintenance plus parts & labor for a combined first year total of \$2,633.50 through Requisition #378072 with continuation of all future Annual Preventive Maintenance Agreements for as long as the County Clerk owns and operates this equipment.

- N. **AI-67127** Requesting authority to exercise the One (1) year Renewal/Extension, as provided/stated in the current contract agreement C-16-215-12-06, under the same rates, terms, and conditions with Lewis & Ellis, INC. , for the purpose of " Actuarial Consulting Services for GASB 43 and/or 45 OPEB Valuation Analysis and Part II Health Benefits Reserve Analysis" " effective: 01/01/2019 -12/31/19, new contract: E-18-252-10-23

APPROVED

- O. **AI-67140 PCT. #1:**
Requesting approval to pay invoice #10010 in the amount of \$2,183.68 for services rendered in connection with Tax Office Project - WA#1, as submitted by B2Z Engineering, LLC.

- P. **AI-67142 PCT. #1:**
Requesting approval to pay invoice #10011 in the amount of \$1,774.86 for engineering services rendered for Sunset Park Operations Facility - WA#1, as submitted by B2Z Engineering, LLC.

- Q. **AI-67124** Requesting authority to exercise the One (1) year Renewal/Extension, as provided/stated in the current contract agreement E-17-257-12-19, under the same rates, terms, and conditions with Burton, McCumber & Longoria, for the purpose of "Independent Audit Services" effective: 01/01/2019 -12/31/19, new contract: E-18-258-10-23

APPROVED

- R. **AI-67117** Approval of Pay Application No. 22 in the amount of \$23,393.18 as submitted by L&G Construction, awarded contractor for Precinct 3 South Detention Basin Project, as certified for payment by project engineer, L&G Engineering.

- S. **AI-67093** Requesting approval of payment for the following invoices listed below submitted by the project engineer, L&G Consulting Engineers, Inc., for engineering services provided for Pct 2 Projects:

Project Name	Invoice Date	Invoice #	Amount	PO#
Dicker Road Project	09/30/18	11327168	\$ 654.46	749052
Dicker Road Project	09/30/18	11327169	\$ 1,313.13	762740
Dicker Road Project	09/30/18	11327176	\$ 3,616.53	778854
SH 107/BUS 281 Intersection & Drainage Improvement Project	09/30/18	11327177	\$21,219.00	750481
New Courthouse-Traffic Studies/Traffic Signal Project	09/30/18	11327178	\$44,302.15	785275

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-413271

Date Filed:
10/10/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lewis & Ellis, Inc.
Allen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-18-252
Actuarial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Bonnie Albritton, and my date of birth is 11/04/1972.

My address is 700 Central Expressway South, Suite 550 Allen TX 75013 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 10th day of October, 2018.
(month) (year)

Bonnie Albritton
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Lewis & Ellis, Inc.
 Allen, TX United States

Certificate Number:
 2018-413271

Date Filed:
 10/10/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County

Date Acknowledged:
 10/10/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 E-18-252
 Actuarial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2017

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 have ADDITIONAL INSURED provisions or 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 ANBTX Insurance Services, Inc. 12400 Coit Road, Suite 1100 Dallas TX 75251-2039		CONTACT NAME: Becky Nelson PHONE (A/C, No, Ext): (972)419-7500 E-MAIL ADDRESS: becky.nelson@anbtxinsurance.com FAX (A/C, No): (972)419-7555	
		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 013866	
INSURED Lewis & Ellis Inc 700 Central Expressway South Ste 550 Allen TX 75013			

COVERAGES **CERTIFICATE NUMBER:** 17118 Certs **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 OTHER:						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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 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 Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (E&O)			002920301	10/01/2017	10/01/2018	\$3,000,000 Limit

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

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Dept 2812 S Hwy Business 281 Edinburg TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Von E. Breaux
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3. This Contract shall be for a period beginning **January 01**, 2017 and ending on **December 31**, 2018 and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms under the same rates terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen day in the procurement process; unless this contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County

has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano St. 2nd Floor
 Edinburg, Texas 78539

If to Company **LEWIS & ELLIS, INC.**
 Attn. Bonnie Albritton
 700 Central Expressway South, Ste 550
 Allen, TX 75013

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

20. Immunities: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____, 2016.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:
By: Arturo Guajardo Jr.
Arturo Guajardo, Jr. County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 12/6/16

COMPANY: LEWIS & ELLIS, INC

By: Bonnie Albritton
Bonnie Albritton, Vice President

Approved by Commissioners Court on: 12/6/16

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez L.L.P.
By: Stephen L. Grain
Stephen L. Grain, Attorney