

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For TRADES, LABOR AND MATERIALS #02042315

### General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

#### Definitions

**City Cost Index**, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

**COEFFICIENT** is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devises, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

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#### Contract - Trades, Labor and Materials

**JOB ORDER** is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement to by the TIPS member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

**JOB ORDER CONTRACTING (JOC)** is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

**JOB ORDER PROPOSAL** is the response from the contractor to the TIPS Member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed

**NON PRE-PRICED ITEMS** are those items that cannot be found or reasonably compared to listed line items in the UPB.

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the contractor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

**UNIT PRICE BOOK (UPB)** will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

## **Customer Support**

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## **Contracts**

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## **Tax exempt status**

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

## **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

## **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

## **Renewal of Contracts**

The Trades, Labor and Materials contract is for a period of one (1) year only. No option for renewal will be available.

## **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

## **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS

contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

### **Indemnity**

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its TIPS member(s), officers, employees, or agents.

### **Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

### **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

## **TIPS Member Purchasing Procedures**

### Proposal Process:

- Vendor gives TIPS member scope of work and price.
- Vendor gives TIPS scope of work, line item estimate and price.

### Purchase Order Process:

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 02042315". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating TIPS member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating TIPS member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

## **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

## **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

## **Site Requirements (when applicable to service or job)**

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their

work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively



between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the

proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

### **Estimating Requirements:**

Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. “Other software” than one of the four software programs listed above **must be approved by TIPS.**

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:



Date	Subject	Message
02/02/15	PDF Files	All PDF files are Fillable PDF Forms. You have to download the file to your computer, fill out the form, save the form, and upload the form to the "response attachments" section.  If a signature is required you have to fill out the form, print the form, sign the form, scan the form, and upload the form to the "response attachments" section.
02/02/15	Pricing	The cell in the spreadsheet called "Total Markup To TIPS Member (%)" is your materials markup percentage.
02/02/15	Appropriate Category	TIPS reserves the right to move vendors from the General Services category to the Trades, Labor and Materials category, if appropriate.
02/05/15	Instructions Corrections	The last paragraph on page 9 of 10 reads, "Services shall include, but limited to:". It should read, "Services shall include, but NOT limited to:".

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Edinburg
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	Yes
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes

12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	2
16	Years Experience	Company years experience in this category?	5
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	TX
19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	RO Engineering is a full service Engineering and general construction firm. We provide mechanical, electrical, plumbing engineering services as well as general contracting, project management, energy conservation, third party consulting.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Rene Olivarez, P.E.
22	Primary Contact Title	Primary Contact Title	Principal / Professional Engineer
23	Primary Contact Email	Primary Contact Email	r.olivarez@ro-engineering.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	956-292-3336
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	956-589-3114
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	9562923336
27	Secondary Contact Name	Secondary Contact Name	Noe Olivarez
28	Secondary Contact Title	Secondary Contact Title	Construction Administration
29	Secondary Contact Email	Secondary Contact Email	olivarezjno@yahoo.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	956-893-3144
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	956-589-3114
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	
33	2% Contact Name	2% Contact Name	Noe Olivarez
34	2% Contact Email	2% Contact Email	olivarezjno@yahoo.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	956-893-3144
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)

37	Purchase Order Contact Name	Purchase Order Contact Name	Rene Olivarez, P.E.
38	Purchase Order Contact Email	Purchase Order Contact Email	r.olivarez@ro-engineering.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	Rene Olivarez, P.E.
40	Company Website	Company Website	www.ro-engineering.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	
42	Primary Address	Primary Address	27-1584569
43	Primary Address City	Primary Address City	135 Paseo del Prado
44	Primary Address State	Primary Address State	Edinburg, TX
45	Primary Address Zip	Primary Address Zip	78539
46	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Engineering, HVAC, Mechanical, Electrical, lighting, Energy, Conservation, Plumbing, Construction, Contractor, General Contractor, Third Party, Consulting, Civil engineering, structural engineering, bleachers, stadium, renovation, remodeling, masonry, street, pavement, foundation, wall, sheridan, hussey, carrier, trane, lennox, aaon, york, JCI, Johnson Controls, Automated Logic, Controls, Building Automation System, BAS, Energy Management, honeywell, siemens, TAC, cooling tower, chiller, air handler
47	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: RO Engineering, PLLC

Mailing Address: 135 Paseo del Prado

City: Edinburg

State: TX

Zip: 78539

Telephone Number: (956) 292-3336

Fax Number: \_\_\_\_\_

Email Address: r.olivarez@ro-engineering.com


Authorized Signature: 

Printed Name: Rene Olivarez, P.E.

Position: Principal/Engineer

This contract is for a total TERM of one year. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 4-23-15  
TIPS Authorized Signature Date

 4-23-15  
Approved by Region VIII ESC Date



<b>References</b>
-------------------

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Edinburg Consolidated Independent School District	Edinburg	TX	Robert Estrada, AIA	(956) 380-8920
Weslaco Independent School District	Weslaco	TX	Americo Garza	(956) 969-6515
Brownsville Independent School District	Brownsville	TX	Martin Espinosa	(956) 545-4747
City of Edinburg	Edinburg	TX	Sonia Marroquin	(956) 388-8207

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1271584569400
File/Vendor Number:	487945
Approval Date:	19-NOV-2014
Scheduled Expiration Date:	19-NOV-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

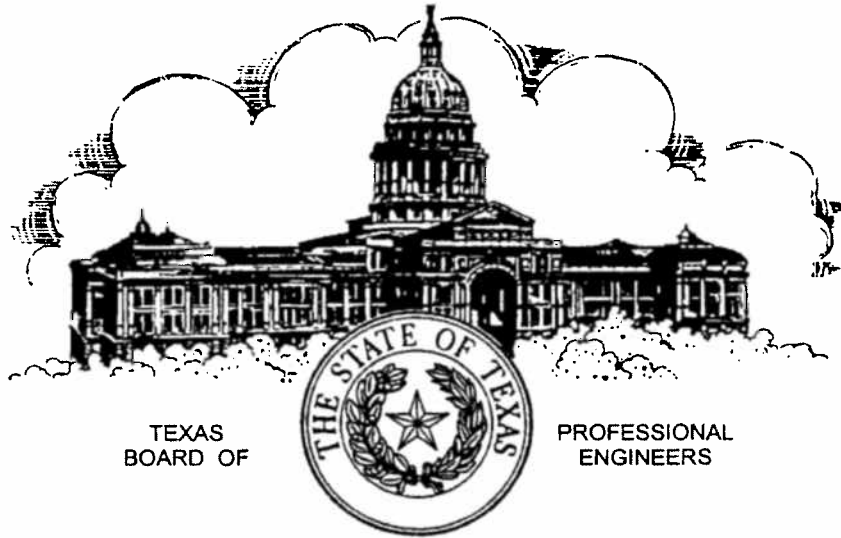
### **RO ENGINEERING, PLLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 21-NOV-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in black ink that reads "Paul A. Gibson".

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



TEXAS  
BOARD OF

PROFESSIONAL  
ENGINEERS

BE IT KNOWN THAT

***Rene Ruben Olivarez***

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS  
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,  
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

**LICENSE TO PRACTICE AS A**

**PROFESSIONAL ENGINEER**

**IN THE STATE OF TEXAS**

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW



TEXAS BOARD OF  
PROFESSIONAL ENGINEERS

*IN WITNESS WHEREOF,*

WE HAVE HEREUNTO SET OUR HANDS  
AND AFFIXED THE SEAL OF THE BOARD AT  
THE CITY OF AUSTIN, THIS 19<sup>TH</sup> DAY OF  
DECEMBER 2008.

  
BOARD CHAIR

  
BOARD SECRETARY

SERIAL  
NUMBER **102302**



# ENGINEERING, PLLC

MEP • Energy • Planning • Facility Assessment • Project Management





# ENGINEERING, PLLC

MEP • Energy • Planning • Facility Assessment • Project Management

March 5, 2015

The Interlocal Purchasing System (TIPS)  
4845 US Hwy 271 North  
Pittsburg, Texas 75686

Thank you for the opportunity to submit our Statement of Qualifications which highlights some of our public project experience for your review and consideration.

We are *confident* that we can provide the School Districts and municipalities our engineering services for new facilities or existing facilities. We also provide extensive experience implementing the right energy conservation measures on existing facilities. With our experience working with school districts we know what works and what doesn't work for educational facilities. We understand that the government entities manage a variety of projects with limited resources. Our team has experience with meeting challenging budget and schedule restraints. We are *prepared* to begin working with School Districts and municipalities in South Texas.

We have read the requirements of the Request for Statement of Qualifications and we accept the conditions stated therein.

Should you need additional information or have any questions, please do not hesitate to contact me at 956.292.3336. I will serve as the contact person to provide any clarification required and also I will serve as the authorized person to conduct final contract negotiations on behalf of RO Engineering.

A handwritten signature in cursive script that reads "Rene R. Olivarez".

Best regards,  
Rene R. Olivarez, P.E.  
Principal

**Section I INTRODUCTION**

- 1.1 Company Background
- 1.2 Company Mission

**Section II COMPANY INFORMATION**

- 2.1 Firm Name and Location
- 2.2 Company Background
- 2.3 Non-Discrimination
- 2.4 Project Approach / Methodology
- 2.5 Services Provided

**Section III SIMILAR PROJECTS**

- 3.1 Previous Experience

**Section IV MANAGEMENT TEAM**

- 4.1 Key Personal

**Section V PROJECT REFERENCES**

- 5.1 Education Related Client References

**Section VI INSURANCE POLICIES & OTHER LICENSES**

- 6.1 Professional Liability, General Liability, Workmen's Compensation and Automobile Insurance Policies
- 6.2 Professional Engineer's License
- 6.3 Current P.E. Status
- 6.4 Engineering Firm Registration

# STATEMENT OF QUALIFICATIONS

## SECTION I – INTRODUCTION

### 1.1 Company Background

RO Engineering was established with the goal of providing clients in the low Rio Grande Valley with quality engineering and hands-on services based on solid experience and cost efficient solutions. We understand the needs of our governmental and private clients because we have served as facility administrators on the school district side. So, we understand what works and what does not work. We understand state and local laws involved in school districts and municipalities; this allows us to maneuver through policies and procedures efficiently to deliver projects on time and under budget. It is this combination of experience and proven performance that makes our company unique to the area.

### 1.2 Company Mission

RO Engineering was established to provide value and quality in engineering and improve performance of public facilities in the lower Rio Grande Valley.

## SECTION II – COMPANY FORMATION

### 2.1 Firm Name and Location

RO Engineering, PLLC  
135 Paseo del Prado, Suite 59  
Edinburg, TX 78539  
Phone: (956) 292-3336  
Email: r.olivarez@ro-engineering.com

### 2.2 Company Information and Background

RO Engineering PLLC, a Professional Limited Liability Company was established on November 25, 2009 in the State of Texas and is owned by Rene R. Olivarez, P.E. The Firm is registered with the State of Texas under Registration No. 12179.

### 2.3 Non-Discrimination Statement

RO Engineering does not discriminate against any employee or applicant based on race, religion, sex, national origin or disability.

## SECTION III – SIMILAR PROJECTS

### 3.1 Previous Experience

The firm's principal has a solid reputation for excellence in project management and engineering in educational facilities and Quality Management in the manufacturing industry. As a direct result of his expertise and the commitment to the principle that the finished product will be tested and evaluated by the end users such as the facility administrators and maintenance staff.

As the District Engineer of the Edinburg Consolidated Independent School District the firm's principal has worked on many projects for the last 6 years. The following projects highlight the kind of work that has been completed or underway.

#### **Edinburg CISD HVAC Improvements and Building Automation System Replacements (Present)**

**Estimated Cost: \$2,500,000**

Project scope includes replacement and upgrade of one 125 ton high efficiency chiller at De La Viña Elementary, two 125 ton high efficiency chillers at Esparza Elementary, replacement of two cooling towers at Memorial Middle School, Repairs of two cooling towers at South Middle School, complete replacement and upgrade of DX split and roof top units at Betts Elementary, Treviño Elementary, Guerra Elementary, Villarreal Elementary, Hargil Elementary and replacement of building automation system (BAS) at De la Viña Elementary and Memorial Middle School.

#### **Weslaco ISD Energy Conservation Project with Savings Guarantee (Present)**

**Estimated Cost: \$12,861,750**

Project scope includes redesign, retrofit, and commissioning of HVAC systems at Weslaco High School, East High School, Mary Hoge Middle School, B. Garza Middle School, Cuellar Middle School, Margo Elementary, Ybarra Elementary, Roosevelt Elementary, Sam Houston Elementary, Gonzalez, Elementary, Sylva Elementary, CATE, Central Middle School, and the Aquatic Center. Currently the independent consulting engineer.

#### **City of Alamo Solar Light Project Phase 2 (Present)**

**Estimated Cost: \$384,252.00**

Project scope includes lighting design, topographical survey, design development and planning for the installation of 40 solar lights. Currently under construction.

#### **ECISD Upgrade to High Efficiency Chillers and Building Automation System (2014)**



**Estimated Cost: \$650,000**

Project scope included replacement and upgrade of one 125 ton high efficiency chiller at De La Viña Elementary, two 140 ton high efficiency chillers at Carmen Avila Elementary, two boilers and four pumps at South Middle School, and replacement of building automation system (BAS) at Central Administration and Magee Elementary.

**ECISD 5 Year Energy Efficiency Plan (2013)**

**Estimated Cost: \$17,500,000**

Performed energy audit district wide. Developed a comprehensive 5 year plan, which included Energy Efficiency, Water Efficiency, and Transportation. Plan was proposed to the board of trustees and is pending approval. Phase 1 budget has been approved and will begin on October 2014.

**Texas Cool Schools Grant for ECISD (2011-2012)**

**Estimated Cost: \$1,998,250**

Project scope encompassed retrofit of the HVAC systems at eleven (11) campuses having an age of 10 years or greater, which included replacement of the following equipment: (4) water cool chillers, (1) cooling tower, (16) frequency drives, (43) rooftop units, and (242) split systems. The total grant amount was \$1,998,250.00. This was the highest amount awarded in the state of Texas among 59 districts awarded.

**ECISD Upgrade to High Efficiency Chillers and Building Automation System (2011-2012)**

**Estimated Cost: \$1,118,250**

Project scope includes retrofit of HVAC systems which includes replacement of six (6) air cooled chillers at Avila Elementary, De La Viña Elementary, Esparza Elementary, two (2) boilers and pumps at South Middle School, and replacement of Building Automation System at Central Administration and Magee Elementary.

**Hidalgo County Pct 4 / Brewster Memorial Park (2014)**

**Estimated Cost: \$1,300,000**

Project scope includes design and construction of community park at Linn San Manuel. The park includes a pavilion, Baseball and Softball fields, playground and area lights and walking/jogging trail.

**Mcallen Public Utilities / ECISD Sewer Reimbursement (2014)**

**Estimated Cost: \$57,000**

Project scope includes analysis of meter readings at Elias Longoria Middle School and Flores/Zapata Elementary. Determined sewer charges applied on irrigation meters since May 2010 to obtain reimbursement from McAllen Public Utilities.

**ECISD / DHR Clinic (2014)**

**Estimated Cost: \$1,200,000**

Project scope includes design and construction of clinic for school students and district employees. DHR will be constructing approximately 5,000 SF building on LBJ Elementary property.

**ECISD Safe Routes To School, Grant (2008-Present)**                      **Estimated Cost: \$9,973,777.60**

Project scope includes design and construction of side walks, ramps, crosswalks, traffic safety signage/beacons, and new bike racks. In 2008-2009 developed the master plan which enabled the city to obtain funding for the project. Project is currently under construction with coordination between the City of Edinburg, TxDot and Edinburg CISD.

**ECISD Memorial MS Rerouting of Chill Water lines (Present)**                      **Estimated Cost: \$150,000**

Project Scope includes design of supporting structure design and routing of chill water lines. Chiller lines running underground to the fine arts and gym areas will be demolition.

**ECISD Performing Arts Center (2014)**    **Estimated Cost: \$7,189,133**

Project Scope includes design and construction of new performing arts center adjacent to Robert Vela High School in Edinburg, TX. Building consists of a 400-seat auditorium, ticket booth, three lecture halls, and additional parking spaces.

**ECISD Barrientes MS Fine Arts / Classroom Additions (2014)**                      **Estimated Cost: \$3,127,282**

Project Scope includes design and construction of a new fine arts auditorium and science lab wing expansion.

**ECISD Scoreboard (2014)**    **Estimated Cost: \$400,000**

Project Scope consist of reinforcing supporting structure and replacement of existing scoreboard with new upgrade jumbotron.

**ECISD Cats Stadium Renovation Project (2013)**    **Estimated Cost: \$1,173,000**

Project Scope encompassed reconstruction of artificial turf and renovation of the restrooms. Improvements also included new electrical and plumbing infrastructure.

**Edinburg High School Renovation Project (2011-2012)**    **Estimated Cost: \$2,953,296**

Project Scope encompassed Assessment and enhancement of the HVAC system, Upgrade of Building Automation System, which included an energy assessment. Oversight of the assessment and repairs of load bearing columns and walls, and replacement of the flooring.

**ECISD Robert Vela Jr High to High School Reconstruction (2011-2012)**

**Estimated Cost: \$9,727,037**

Project Scope included a total reconstruction of the science labs, home making, cafeteria, library, Ag Shops, new ROTC buildings, and classrooms. Improvements consisted of replacing HVAC systems and installation of new Building Automation System, replacement of intercom & bell system, rerouting electrical lines, replacement of old cast iron sanitary sewer lines, and additional fire sprinkler line system, replacement of boilers, additional exterior roadway and parking lot lighting, remodeling two portables for ROTC classrooms.

**ECISD Construction of ECISD Vision Academy (2011)**

**Estimated Cost: \$195,000**

Project Scope included a reconstruction of the old Sam Houston Elementary Cafeteria and addition of portable buildings. Improvements included architectural and mechanical, electrical and plumbing additions. Work was performed with school district staff.

**ECISD Renovation of San Carlos Elementary (2010)**

**Estimated Cost: \$500,000**

Project Scope included a renovation of the Cafeteria and addition of portable buildings. Improvements included architectural and mechanical, electrical and plumbing additions. Work was performed with school district staff.

**Edinburg CISD Construction Bond (2009-2010)**

**Estimated Cost: \$112,000,000**

Project Scope included Design and construction of Elias Longoria Middle School, Betty Harwell Middle School, Flores/Zapata Elementary, Crawford Elementary, Ramirez Elementary, Gorena Elementary, EHS Performing Arts Center, ENHS Performing Arts Center, JEHS Performing Arts Center, and Renovation of Robert Vela High School.





## Job fair in Edinburg to offer 170 positions

By JARED JAMES  
JAMES@THEMONITOR.COM

EDINBURG — Six employers will attend a job fair Thursday in Edinburg as they seek to fill roughly 170 positions at some of the city's newest companies.

The job fair includes two of the city's newest employers in MAXIMUS and Don Hugo Produce, each of which began hiring in the city this year. Other employers hiring are Bert Ogden, First National Bank, McDonald's and the City of Edinburg.

"This gives our residents the opportunity to obtain the jobs at companies we're helping to locate here in the city," said Nelda Ramirez, the interim executive director of the Edinburg Economic Development Corp., one of the hosts of the job fair. "It's also helping the businesses as well to find those people they need to work at their companies."

The job fair will be hosted from 8 a.m. to 5 p.m. Thursday at the Dustin Michael Sekula Memorial Library, at 1906 S. Clossner Blvd. in Edinburg. Applicants are encouraged to bring a current résumé and reference list.

Employers will be taking applications and conducting interviews at the job fair.

MAXIMUS, a customer call center that will provide

### IF YOU GO

**WHAT:** Six Edinburg employers will be hiring for roughly 170 positions. Applicants are encouraged to bring a current résumé and a reference list. Employers will be taking applications and conducting interviews.

**WHEN:** Thursday, 8 a.m. to 5 p.m.

**WHERE:** Dustin Michael Sekula Library, 1906 S. Clossner Blvd., Edinburg

ter in Edinburg, will hire about 30 employees.

With about 170 jobs available from all the participating employers, positions will be in administrative, customer service, sales and other roles.

"It's good because sometimes we'll have job fairs here for some of the manufacturing companies that are only looking for skilled type workers," Ramirez said. "These are more of a broad range, for anybody from administrative and basic office training to the more advanced skills people."

The McAllen metro area reported an unemployment rate of 12.3 percent last month, the second-highest in the state behind Cameron County. In Edinburg, the unemployment rate was

## Donna, Edinburg schools win federal energy grants

>> The districts will spend the money upgrading aging air-conditioning systems.

By NEAL MORTON  
NMORTON@THEMONITOR.COM

The Donna and Edinburg school districts beat out nearly 400 others who applied for a competitive federal stimulus "Cool Schools" grant through the Texas Comptroller's Office.

Several other local districts, including McAllen, Mission and Weslaco, had added their applications to a stack of 407, with the combined request amount topping \$346 million.

In the end, only 57 applicants received a total \$33.5 million in grants, and two of the largest awards — \$1.8 million and \$1,998,250 — will head to Donna and Edinburg schools, respectively, to upgrade aging chiller units and heating, ventilation and air-conditioning, or HVAC, systems.

"All of these systems are in excess of 10 to 15 years old," Donna Deputy Superintendent J. Rene Reyna said. "Fortunately or unfortunately, whether you look at the glass half-full or half-empty, all these systems qualified for the most points and ranking in the application process."

A caveat in the grant rules requires each project to affect classrooms only — instead of central office, field house and auxiliary buildings.

The Donna school district will use its \$1.8 million to replace two dated chiller units and four HVAC systems at six campuses, projecting a \$205,896.44 savings in annual energy costs.

And with years of budget

cuts expected for Texas public schools, Reyna said the federal grant money would help fund "much-needed" projects his district might have had to postpone.

"Without these funds, it'd be beyond difficult to replace these units without seeking a loan or other financing options," he said. "This was really good timing considering the state's (budget) shortfall."

In Edinburg, Superintendent Rene Gutierrez said his district will enjoy about \$237,000 in annual energy savings and not have to worry about dipping into its own cash-strapped budget to replace several chillers, air-handling units and control systems at four middle schools and four elementary schools.

"We are very glad we got this grant because it has no matching fund requirement. It's funded 100 percent with no strings

like that attached," Gutierrez said. "We have such a need to renovate many of our facilities and improve."

"Now that we have this grant plus disaster relief (money connected to Hurricane Alex), we will be able to make those necessary upgrades," he added.

The grant money has not been released to school districts just yet.

But in order to satisfy an April 2012 deadline to use it, the Edinburg school board Tuesday approved several tentative purchases of chiller units.

"We've already started planning so we can do all of this during the Thanksgiving, Christmas and spring breaks," Gutierrez said, "but the sooner we get the money, the better."

Neal Morton covers education and general assignments for *The Monitor*. He can be reached at (956) 683-4472.

### FOR THE RECORD

#### EDINBURG | DRUG SEIZURE

U.S. Border Patrol reported the seizure of more than 15,500 pounds of marijuana over a five-day period, according to an agency news release.

The largest seizure took place Friday at a ranch north of Donna

when Border Patrol agents — along with Starr County High Intensity Drug Trafficking Area investigators — found an underground, man-made bunker that contained 2,400 pounds of marijuana.

The drugs were turned over to the HIDTA task force for

### A POLICE REPORT

investigation.

Another seizure took place Monday near Escobares when authorities spotted several men loading bundles into a truck near the Rio Grande. When Border Patrol agents moved in, the smugglers left

and fled into Mexico.

Additional seizures throughout the area brought the five-day total to more than 15,500 pounds, the release said.

Monitor staff writer Jared Taylor



## SECTION IV – MANAGEMENT TEAM

### 4.1 Key Personnel

The following is a brief description of the firm’s key staff and their areas of expertise:



#### **Rene R. Olivarez, P.E.** | Principal

Mr. Olivarez obtained a Bachelor of Science in Mechanical Engineering from the University of Texas – Pan American. His experience includes energy studies & procurement, preparation of engineering plans and specifications, grant writing, bidding and contractual processes, construction management, facility assessments, board presentations, private and public infrastructure projects. Most recently as the District Engineer for Edinburg Consolidated Independent School District, he was instrumental in assisting the district in obtaining \$18 Million of disaster relief funding by assessing the district facilities. Also, he has led the procurement of three energy contracts saving the district approximately \$2 Million in a span of 6 years. In addition, he wrote, submitted and executed the SECO Texas Cool Schools Grant for a total of \$1,998,250.

Mr. Olivarez has a strong management background having direct oversight of Edinburg CISD’s Maintenance & Facilities Department. He also previously worked for General Electric Motors & Controls Manufacturing for 10 years in the area of Quality Control. He is certified in 6 Sigma and licensed as a Professional Engineer in Texas.

#### **Homero L. Gutierrez, P.E., R.P.L.S.** | Civil Engineer

Mr. Gutierrez obtained a Bachelor of Science in Civil Engineering in 1970 from Texas A&M University. He has 29 years experience with TxDOT procedures and design criteria. He has performed advance planning project studies, prepared environmental assessment documents, feasibility and route studies, developed schematics, prepared roadway construction plans and roadway construction estimates, provided project specifications, prepared right-of-way maps and utility adjustment plans. He is familiar with FHWA and State Public involvement procedures. He has coordinated and made presentations at Stakeholders and Public Meetings, and Public Hearings, coordinated the development of the Brownsville – Matamoros Railroad Relocation Project. After retirement from TxDOT, he continued to performed as a Senior Project Manager the same above mentioned tasks for projects such as the Laredo Outer Loop Study, the Hidalgo

County RMA Toll Loop Study for Sections B, C2 and D, the Rio Grande City Street Improvement Projects under ORCA funding, US 83 & US 77 Expressway Reconstruction and Widening Projects, and the Hidalgo County Mile 2 West Road, Mile 6 West Road and Westgate projects, and the FM 509 New Location, Chester Park Road, Extension of Grimes Road, Cemetery Road and Morrison Road in Cameron County.

**Norma Olivarez** | Document Quality Control

Mrs. Olivarez obtained a Bachelors in Education and a Masters Degree in Educational Leadership from the University of Texas – Pan American. Her 17 years of experience in public education gives her an edge in dealing with the residents of the community. She will keep track of costs and provide quality control of the firm’s documentation. Her skills with people allow her to maintain good public relations with clients.

**Noe Olivarez** | Business Development Manager

Mr. Noe Olivarez obtained a Bachelors and a Masters Degree in Social Work from the University of Texas – Pan American. He has a diverse background of over 22 years experience as a business owner and various construction projects. Mr. Noe Olivarez provides public relations with a diversified clientele. His role will involve site inspections and construction administration.

**Mr. Antonio Olivares, LEED AP** | LEED & Lighting Designer

Mr. Olivares obtained a Bachelor of Science in Business Management from the University of Texas – Pan American. His experience includes lighting design, LEED, Marketing, and contract negotiations. He has a diverse background of 20 years in business administration. He will be involved in any LEED certification processes, lighting design and value engineering.

**Carlos Lopez** | Mechanical Designer

Mr. Lopez has obtain studies in mechanical engineering at the university of Texas Pan American, Edinburg TX. He has extensive knowledge in mechanical design working in the area of HVAC and plumbing. He will be responsible for running the mechanical loads in the engineering design program. Mr. Lopez will be involved in the design development to ensure designs meet the current codes.

**Jesus Herrera** | Electrical Designer

Mr. Herrera has obtain studies in electrical engineering at the university of Texas Pan American, Edinburg TX. He has extensive knowledge in electrical design working in the area of power and lighting. He will be responsible for running the electrical loads in the engineering design program. Mr. Herrera will be involved in the design development to ensure designs meet the current codes.



## SECTION V – PROJECT REFERENCES

### 5.1 Client References

#### **Edinburg Consolidated Independent School District**

Robert Estrada, AIA  
District Architect  
1305 East Schunior  
Edinburg, Texas 78541  
Ph: (956) 380-8920  
[r.estrada@ecisd.us](mailto:r.estrada@ecisd.us)

#### **City of Edinburg**

Sonia Marroquin  
Assistant City Manager  
415 W. University Drive  
Edinburg, TX. 78541  
Phone: 956-388-8207

#### **City of Alamo**

Luciano Ozuna Jr.  
City Manager  
420 N. Tower Road  
Alamo, Texas 78516  
Phone: (956) 787-0006

#### **Weslaco Independent School District**

Andres Sanchez, CPA  
Chief Financial Officer  
312 W. Fifth Street  
Weslaco, TX 78596  
Ph: (956) 969-6572

#### **Hidalgo County Precinct 4**

Joseph Palacios  
County Commissioner  
1051 N. Doolittle Rd.  
Edinburg, TX 78542  
Ph: (956) 383-3112

**McAllen Public Utilities**

Mark Vega, P.E.

General Manager of McAllen Public Utilities

1300 Houston Avenue

McAllen, TX 78501

Ph: (956) 681-1630

**Brownsville Independent School District**

Martin Espinosa,

Project Manager

3750 Robindale Road

Brownsville, Texas 78521

(956) 545-4747

SECTION VI – INSURANCE POLICIES & OTHER LICENSES


**TBPE**  
Texas Board of  
Professional Engineers

Licensed Professional Engineer  
Number **102302**  
Status **ACTIVE**  
Expires **9/30/2015**

**RENE RUBEN OLIVAREZ**

*R. Olivarez*  
\_\_\_\_\_  
P.E. Signature

*L. K.*  
TBPE Executive Director





BE IT KNOWN THAT

***Rene Ruben Olivarez***

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS  
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,  
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

**PROFESSIONAL ENGINEER**

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW



TEXAS BOARD OF  
PROFESSIONAL ENGINEERS

*IN WITNESS WHEREOF,*

WE HAVE HEREUNTO SET OUR HANDS  
AND AFFIXED THE SEAL OF THE BOARD AT  
THE CITY OF AUSTIN, THIS 19<sup>TH</sup> DAY OF  
DECEMBER 2008.

  
BOARD CHAIR

  
BOARD SECRETARY

SERIAL  
NUMBER

**102302**



**TEXAS BOARD OF PROFESSIONAL ENGINEERS  
CERTIFICATE OF REGISTRATION**

This acknowledges that

*RO Engineering, PLLC*

has fulfilled the requirements of the State of Texas  
to offer and perform engineering services in the  
State of Texas.

In witness whereof  
we have hereunto set our hands and affixed the seal of the Board,  
this 10<sup>TH</sup> day of FEBRUARY 2010.



*M. K. Boyd*  
BOARD CHAIR

*Shannon J. McClinton*  
BOARD SECRETARY

Registration # F-12179

**Six**  
The Way We Work

*Green Belt*


*Rene R Olivarez*

*Has demonstrated proficiency in the GE Green Belt – DMAIC Six Sigma methodology and has successfully applied the appropriate tools and techniques to a business project.*

*In recognition of this important contribution to making Six Sigma “The Way We Work,” Rene is awarded GE Company Certification as a GE Green Belt in Six Sigma.*

June 29, 2001  
Fairfield, Connecticut

  
Piet van Abeelen  
Vice President Six Sigma

  
Jeffrey R. Immelt  
Chairman and CEO



**Six Sigma**





March 17, 2003

To: Rene R. Olivarez

Congratulations on your Green Belt Certification. What an outstanding accomplishment for you and the GE Industrial Systems team. As you know, Six Sigma is the language of our business and the differentiator between our competitors and us. With this economy, it's imperative that we not only use our Six Sigma expertise to solve our issues; we must also use it to solve our customers' issues. Driving results that positively impact the customer is the way we will win. Your certification demonstrates your commitment to this initiative and GE.

Now that Six Sigma is a part of your career DNA, I look forward to seeing great results from you in the future. Again, Congratulations...

A handwritten signature in black ink that reads "Dick".

Dick Pease  
President & CEO  
Power Control Technologies

**TBPE**  
Texas Board of  
Professional Engineers

Licensed Professional Engineer  
Number **102302**  
Status **ACTIVE**  
Expires **9/30/2015**

**RENE RUBEN OLIVAREZ**

*R. Olivarez*  
\_\_\_\_\_  
P.E. Signature



*Lee K...*  
TBPE Executive Director



**STATE OF TEXAS**  
FRANCISCO O GARCIA

AIR CONDITIONING &  
REFRIGERATION CONTRACTOR

ELECTRO COOLING SERVICE LLC

LIC.# TACLB14359E  
EXPIRES 09/06/2015



**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

**STATE OF TEXAS**  
FRANCISCO O GARCIA

MASTER ELECTRICIAN

LICENSE NUMBER 248144  
EXPIRES 09/20/2015



**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

**STATE OF TEXAS**  
ELCO

ELECTRICAL CONTRACTOR

LICENSE NUMBER 29564  
EXPIRES 04/26/2015



**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

TEXAS STATE BOARD OF PLUMBING EXAMINERS  
AUSTIN, TEXAS  
BE IT KNOWN THAT

**JUAN DANIEL VELA**  
**MASTER**

LICENSE NO.  
**12393**



D.O.B.

EXPIRES  
**02/29/2016**

IS HEREBY LICENSED IN ACCORDANCE WITH CHAPTER 1301 OCC. CODE

# AWARD

Board of Trustees confers upon

*Gerardo Trevino*

this certificate of completion for

*Welding Level Two*

in the Standardized Craft Training program  
on this Seventh day of June, 2013



*Donald E. Whyte*

Donald E. Whyte  
President, NCCER

# Online Verification for

## Gerardo Trevino

**Card Number: 11050289**

### Levels Completed

Date	Level
6/7/2013	Core Curricula
6/7/2013	Welding Level Two

### Modules Completed

Date	Module
6/7/2013	00101-09 Basic Safety
6/7/2013	00102-09 Introduction to Construction Math
6/7/2013	00103-09 Introduction to Hand Tools
6/7/2013	00104-09 Introduction to Power Tools
6/7/2013	00105-09 Introduction to Construction Drawings
6/7/2013	00106-09 Basic Rigging
6/7/2013	00107-09 Basic Communication Skills
6/7/2013	00108-09 Basic Employability Skills
6/7/2013	00109-09 Introduction to Materials Handling
6/7/2013	29101-09 Welding Safety
6/7/2013	29102-09 Oxyfuel Cutting
6/7/2013	29103-09 Plasma Arc Cutting
6/7/2013	29104-09 Air Carbon Arc Cutting and Gouging
6/7/2013	29105-09 Base Metal Preparation
6/7/2013	29106-09 Weld Quality
6/7/2013	29107-09 SMAW-Equipment and Setup
6/7/2013	29108-09 Shielded Metal Arc Electrodes
6/7/2013	29109-09 SMAW-Beads and Fillet Welds
6/7/2013	29110-09 Joint Fit-Up and Alignment
6/7/2013	29111-09 SMAW-Groove Welds and Backing
6/7/2013	29201-09 Welding Symbols
6/7/2013	29202-09 Reading Welding Detail Drawings
6/7/2013	29203-09 Physical Characteristics and Mechanical Properties of Metals
6/7/2013	29204-09 Reheating and Postheating of Metals
6/7/2013	29205-09 GMAW and FCAW - Equipment and Filler Metals
6/7/2013	29206-09 GMAW and FCAW - Plate
6/7/2013	29207-09 Equipment and Filler Materials

Guide to Module  
Language Codes

Code Language

ES Spanish/Español

FR French/Français

PT Portuguese/Português  
RU Russian/Русский

29208-09 GTAW Plate

29301-10 SMAW - Open-Root Pipe Welds

**DONE**