

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-243-08-26

THIS CONTRACT is made and entered into this 26th day of August, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Julio Benavides dba Benavides Floor Care** a Texas Sole Proprietor. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Floor Maintenance for WIC Clinics Located in Hidalgo County**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County WIC Clinics** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 26, 2008** and ending on **August 26, 2009** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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.

**RR9 Box 417-T
Weslaco, Texas 78596**

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. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. 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.

16. 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.

WITNESS our hands in duplicate originals this _____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

**COMPANY: _Julio Benavides DBA
Benavides Floor Care**

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

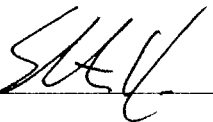
By:  _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY - WIC PROGRAM "Floor Maintenance for WIC-Clinics Located in Hidalgo County" Request for Bids No. 2008-243-07-02CGV

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

1. Floors will be maintained on a monthly basis for WIC locations as listed in Attachment 1.
2. Floors must be stripped, sealed and wax on a monthly basis.

Requirements:

1. Bidder will be responsible for moving furniture and placing back as originally set.
2. Bidder is also responsible for any damages within the cleaning site/area.
3. Bidder shall provide all necessary supplies, equipment, tools and/or any other materials required to render services.

Terms and Conditions:

1. Term of the contract will be for an initial period of one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.
2. Hidalgo County reserves the right to add or delete clinics during the term of contract under the same rates, terms and conditions.
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking action.

Additional Information:

- Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.
- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for

EXHIBIT "B"

BID PAGE

Attachment I

HIDALGO COUNTY - WIC PROGRAM “Floor Maintenance for WIC-Clinics Located in Hidalgo County” Request for Bids No. 2008-243-07-02CGV

Alamo WIC Clinic -1215
313 E. Business 83 Ste. 113
Alamo, Tx 78516

Mercedes WIC Clinic - 1208
540 S. Texas
Mercedes, Tx 78570

Alton WIC Clinic - 1214
3513 E. Main Ave
Alton, Tx 78

North San Juan WIC Clinic - 1229
509 E. Earling
San Juan, Tx 78586

Alton WIC Clinic - 1231
3519 W. Main Ave. Ste. B
Alton, Tx

Pharr WIC Clinic - 1224
925 W. Sam Houston Ste. 3
Pharr, Tx 78577

Donna WIC Clinic - 1206
301 S. 8th
Donna, Tx 78537

San Carlos WIC Clinic - 1226
230 N. 86th
Edinburg, Tx 78539

Edinburg WIC Clinic 1219
113 Dawson
Edinburg, Tx 78539

Weslaco WIC Clinic - 1227
417 S. Oregon
Weslaco, Tx 78596

Edinburg Administration Office C.O.
3105 W, University Dr.
Edinburg, Tx 78539

La Joya WIC Clinic - 1210
204 W. 2nd
La Joya, Tx 78560

Las Milpas WIC Clinic - 1211
7013 S. Cage Suite F
Las Milpas, Tx 78

McAllen WIC Clinic - 1218
220 S. Bicentennial Ste. D
McAllen, Tx 78501

McAllen WIC Clinic -1230
3001 N. 23rd Ste. 8
McAllen, Tx 78501

HIDALGO COUNTY - WIC PROGRAM
"Floor Maintenance for WIC-Clinics Located in Hidalgo County"
Request for Bids No. 2008-243-07-02CGV

RECEIVED
 JUL 02 2008
 By _____

BID FORM

LOCATIONS:

MONTHLY RATE:

1.	Alamo WIC Clinic - 1215	\$	<u>237.00</u>
2.	Alton WIC Clinic - 1214	\$	<u>309.00</u>
3.	Alton WIC Clinic - 1231	\$	<u>146.80</u>
4.	Donna WIC Clinic - 1206	\$	<u>294.00</u>
5.	Edinburg WIC Clinic - 1219	\$	<u>187.50</u>
6.	Edinburg Administration Office	\$	<u>350.00</u>
7.	La Joya WIC Clinic - 1210	\$	<u>196.90</u>
8.	Las Milipas WIC Clinic - 1211	\$	<u>216.90</u>
9.	McAllen WIC Clinic - 1218	\$	<u>115.40</u>
10.	McAllen WIC Clinic - 1230	\$	<u>156.80</u>
11.	Mercedes WIC Clinic - 1208	\$	<u>291.30</u>
12.	North San Juan WIC Clinic - 1229	\$	<u>152.70</u>
13.	Pharr WIC Clinic - 1224	\$	<u>168.30</u>
14.	San Carlos WIC Clinic - 1226	\$	<u>126.80</u>
15.	Weslaco WIC Clinic - 1227	\$	<u>231.40</u>
	Additional Clinics:	\$	<u>201.60</u>

Term:

Term of the contract will be for an initial period of one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.

Participating Bidders Information

COMPANY/BIDDER'S NAME: Beravides Floor Care

ADDRESS: RR9 Box 417 - T Weslaco TX 78580

MAILING ADDRESS: _____

(If different from address)

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: 956-909-3391 FAX No: 956-909-3391 CELLULAR No: 956-463-0393

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: Julio Cesar Beravides TITLE: Owner

**BENAVIDES FLOOR CARE
R.R. 9 BOX 417-T
WESLACO, TEXAS 78596
PH: (956) 969-3391
FAX: (956) 969-3391**

THE FOLLOWING IS THE FLOOR MAINTENANCE PROGRAM THAT WE DESIGNED FOR YOUR FACILITIES. IT WILL MAINTAIN THE FLOOR CLEAN AND GLOSSY AND WITHOUT WAX BUILD-UP.

- STRIP, SEAL AND WAX- ONCE PER YEAR
- DEEP SCRUB AND RECOAT- THREE TIMES PER YEAR
- FLOOR BURNISHING- EIGHT TIMES PER YEAR

THESE SERVICES ARE TO BE PROVIDED ON A MONTHLY BASIS. SCHEDULES ARE TO BE SUBMITTED FOR APPROVAL TO HIDALGO COUNTY OFFICIALS.

STRIP, SEAL AND WAX- (COMPLETE REMOVAL OF OLD WAX, TWO COATS OF SEALER AND 4 COATS OF WAX.)

DEEP SCRUB- (REMOVAL OF TOP COATS OF WAX AND REFINISH WITH TWO COATS OF WAX.)

FLOOR BURNISH- (POLISHING THE FLOOR WITH HIGH SPEED BUFFER.)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JG BENAV-1	DATE (MM/DD/YYYY) 08/14/08
PRODUCER Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen TX 78505-1630 Phone: 956-682-2841 Fax: 956-630-4015		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Julio Benavides DBA Benavides Floor Care Rt 9 Box 417-T Weslaco TX 78596		INSURER A: American States Ins Co	
		INSURER B: Southern Vanguard Ins. Co.	19216
		INSURER C: Safeco Insurance Co.	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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	01CG0157114	06/05/08	06/05/09	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 \$ 2,000,000
C		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01C105057110	08/14/08	08/14/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSV000303001	08/14/08	08/14/09	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		OTHER Commercial Applica				

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

CERTIFICATE HOLDER HIDCOED Hidalgo County 2812 So. Bus Hwy 281 Edinburg TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i> SHEPARD WALTON KING INS. GROUP
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Post-It® Fax Note		7671	Date	8/14/08	# of pages	2
To	Hidalgo County		From	Jeseich		
Co./Dept	Paco Villarreal		Co.	Shepard Walker King		
Phone #	318-2624		Phone #	430-4024		
Fax #	318-2629		Fax #	430-4015		