

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT  
C-08-042-10-14**

THIS CONTRACT is made and entered into this 14<sup>th</sup> day of **October, 2008**, by and between the **County of Hidalgo, Texas** ("County"), and **Rene Garza dba G & G Contractors a TEXAS Sole Proprietor Company** ("Company").

WHEREAS, Company responded to request for bids for **“Mowing & Lawn Care Services for Hidalgo County Owned Properties”** (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 Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit “A” & “B” for **“Mowing & Lawn Care Services for Hidalgo County Owned Properties”**. 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 **Buildings & Grounds Director or his designated agent(s)**. 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 **October 14, 2008** and ending **October 13, 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. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. 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.

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

12. 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.

13. 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**  
                                  **Edinburg, Texas 78539**

If to Company           **G & G Contractors**  
                                  **Attn: Rene Garza**  
                                  **5125 S. Business 281 Suite 3**  
                                  **Edinburg, Texas 78539**

14. 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.

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: Rene Garza dba G & G  
Contractors**

By: \_\_\_\_\_

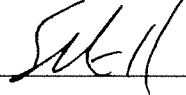
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by Commissioners Court on, October 14, 2008

**APPROVED AS TO FORM:**

Atlas & Hall, LLP

By:  \_\_\_\_\_

# **EXHIBIT “A”**

**Exhibit “A”**  
**HIDALGO COUNTY BUILDING AND GROUNDS**  
**“MOWING AND LAWN CARE SERVICES FOR HIDALGO COUNTY**  
**OWNED PROPERTIES”**  
**BID NO.: 2008-042-09-17-MEG**  
**SPECIFICATIONS**

The following are the minimum specifications for “Mowing and Lawn Care Services for Hidalgo County Owned Properties”. Please note exceptions or variations.

**SCOPE OF SERVICES:**

Hidalgo County is in need of “Mowing & Lawn Care Services” for several lawns/properties. The services contract will encompass all project-related services of the mowing and maintaining of lawns/property for the County of Hidalgo including, but not limited to, the following:

**SPECIFICATION/REQUIREMENTS:**

1. All mowing of grass will be within Hidalgo County.
2. 12 - 15 Feet wide of Shoulders (surrounding the properties included in the contract) is to be mowed.
3. Grass/Weeds around any signs, edges of sidewalks, edges of roads and driveways etc. must be mowed and trimmed with weed eater.
4. Mowing and trimming must be done on an “AS NEEDED BASIS”.
5. Any kind of litter/debris/objects must be removed by awarded vendor before mowing is initiated for **safety precautions as per Hidalgo County Safety Divisions.**
6. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for **safety precautions as per Hidalgo County Safety Divisions.**
7. Service hours will be arranged with person listed for each corresponding property included in the contract.
8. Awarded vendor must provide all necessary equipment for such services. All equipment to be used for these services must be up to date with all safety regulations and inspections for **safety precautions as per Hidalgo County Safety Divisions.**
9. Before mowing and maintenance service is initiated prior notification must take place by getting in contact with the contact person at the property location. No mowing or lawn care services without proper notification will be permitted.

Contact's Name		Property	Property Address	Telephone #	Approx Size
1	Mr. Buddy Silva	Judge Mario E. Ramirez, Jr. Juvenile Justice Center	1001 N Doolittle Edinburg, TX 78541	(956) 381-8600	3 acres
2	Daniel Flores	Land	Hwy 1015- 5 mile S.Bus. 83, Progresso, Tx.	(956) 289-7851	5 acres
3	Daniel Flores	The Mansion	2401 N. Moorefield Rd., Mission, Tx.	(956) 289-7851	
4	Daniel Flores	San Carlos Warehouse	E.- 107 & 6 <sup>th</sup> . St., San Carlos, Tx.	(956) 289-7851	
5	Daniel Flores	Cemetery	- Richardson Rd. Edinburg, Tx.	(956) 289-7851	

10. After mowing and lawn care services has been completed, the contact person at the appropriate property location must be notified for inspection and approval of such mowing and maintenance of property.
11. Any and all invoices must be submitted to Hidalgo County Building & Grounds. Invoices for such services must state date, service location, number of acres mowed, and amount.
12. Bid price must be per acre (depending on size  $\frac{3}{4}$ ,  $\frac{1}{4}$ , or  $\frac{1}{2}$ ) or lots.
13. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
14. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
15. Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.
16. The bidder or bidders awarded the contract **shall not engage the services of a subcontractor without the prior written consent of Hidalgo County**. When requesting written consent from Hidalgo County to retain a subcontractor to perform services, hereunder, the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit "C").

## **TERMS & CONDITION:**

17. Awarded vendor or vendors shall provide services for **One Year** with the County of Hidalgo Contract having a sole option for an additional one-year extension. Hidalgo County reserves the right to extend the Contract for an additional year based on prior year's performance evaluation and contingent upon cost remaining unchanged. No bid price increase, otherwise same price for any extension to remain firm.
19. 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.
20. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

## **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 which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**Additional Information:**

21. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
22. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
23. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, SEPTEMBER 10, 2008 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, SEPTEMBER 12, 2008 by 5:00 P.M.**

# **EXHIBIT “B”**

# Exhibit "B"

# COPY

## HIDALGO COUNTY "Mowing and Lawn Care Services Hidalgo County Owned Properties" BID NO.: 08-042-09-17-MEG

### BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable  
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Property	Property Address	Price Amt per Acre	Price Amt per Lot
Judge Mario E. Ramirez, Jr. Juvenile Justice Center	1001 N Doolittle Edinburg, TX 78541 (Approx size 3 acres)	\$150	(CYCLE) \$310
Land	Hwy 1015- 5 mile S. Bus. 83. Progresso, Tx. (Approx size 5 acres)	\$100	\$300
The Mansion	2401 N. Moorefield Rd., Mission, Tx.	\$150	\$300
San Carlos Warehouse	E.- 107 & 6 <sup>th</sup> . St., San Carlos, Tx.	\$400	\$700
Cemetery	Richardson Rd. Edinburg, Tx.	\$605	\$1200

YEARLY CONTRACT FOR PROJECT = **\$67,440.00**

at two cycles per month

BIDDER/COMPANY NAME: GIG CONTRACTORS  
ADDRESS: 5125 S. BUSINESS 281 - SUITE 3  
CITY/STATE/ZIP CODE: EDINBURG TX 78539  
PHONE & FAX NO.'S: 956-283-7030 / 956-283-7040  
CELL PHONE: 956-844-6826  
AUTHORIZED SIGNATURE: [Signature]  
PRINTED NAME: RENE GARZA  
TITLE: OWNER

# **EXHIBIT “C”**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/07/08
<b>PRODUCER</b> ACCESS INSURANCE AGENCY 5125 S HWY 281 #4 EDINBURG TX 78539 956-702-9002	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.	
<b>INSURERS AFFORDING COVERAGE</b>		
<b>INSURED</b> RENE GARZA DBA: G&G CONTRACTORS 5125 S HWY 281 #3 EDINBURG TX 78539	INSURER A: <b>REPUBLIC VANGUARD</b>	INSURER B: <b>PROGRESSIVE</b>
	INSURER C: <b>TEXAS MUTUAL INSURANCE</b>	INSURER D:
	INSURER E:	

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	08RRC0916-001	09/19/08	10/19/08	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 1,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
<b>B</b>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	06459027-0	05/29/08	05/29/09	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
<b>C</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	08RRRC0916-002	09/16/08	10/16/08	<input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER \$
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> HIDALGO COUNTY 2812 S BUS HWY 281 EDINBURG TX 78539 FAX 956-318-2629	<b>ADDITIONAL INSURED; INSURER LETTER:</b> CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE RENE GARZA
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