

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-264-09-09

THIS CONTRACT is made and entered into this 09th day of September, 2008 by and between the **COUNTY OF HIDALGO, TEXAS**, and **Federico Lozano, A resident of Cameron County, d/b/a Blue Steel Construction** individual/sole proprietor ("Company").

WHEREAS, Company responded to requests for sealed quotes for **“Replacement of Overhead Doors and related materials to County wide Shop” Pharr, Tx** (the “Services”); and

WHEREAS, Company submitted quotes to provide services in accordance with the specifications, a copy of such specifications and quotes 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; and

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 as described herein. 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 **COUNTY'S BUILDINGS AND GROUNDS 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. **Term:** This Contract shall be for a period commencing **September 09, 2008** and ending **upon the completion of project** and may be extended at the sole discretion of County for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverage's and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver.** No waiver or a breach of any provision of this Agreement shall be construed be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the

16. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

18. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

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

20. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann. §271.903.

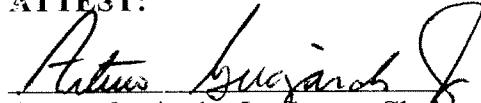
WITNESS our hands in duplicate originals this ____ day of _____, 2008

COUNTY OF HIDALGO

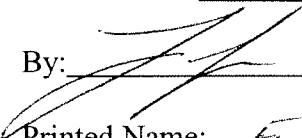
By: 

Juan D. Salinas III, County Judge

ATTEST:


Arturo Guajardo, Jr. County Clerk

COMPANY: Blue Steel Construction

By: 

Printed Name: Federico Borras

Title: Owner

Approved by Commissioners' Court: September 09, 2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 
Stephen L. Crain

EXHIBIT "A" SPECIFICATIONS

EXHIBIT

EXHIBIT

EXHIBIT "A"

Hidalgo County Buildings and Grounds "Replacement of existing overhead doors & related materials to County Wide Shop"

RFB: 2008-264- 07-16-OGG

Bid Specifications

Required Specifications:

A minimum of (8) eight roll up doors with heavy duty chain hoist required with a minimum of 16 to 18 gauge metal roll up door style, base rollers and heavy-duty gauge support channels attached to the existing building structure to include but not limited to new galvanized brackets, beams fittings, boxes, screws, channels, rods, clamps, springs and any other accessories as may be needed to support the proper weight of each door to be installed.

Doors must be caulked, primed, painted to include prepping interior and exterior doors to a class- 5 finish, but not limited to any other appurtenances as may be needed to complete proposed project. Color selection will be decided by Owner Rep.

Coordination and Timeline of project:

Coordinate with Hidalgo County Buildings & Grounds staff on scheduling of project. Shop must be secured upon demolition of existing door and/or doors.

Notice of Timeline required for coordination with Hidalgo County Safety Division, for assistance of security and safety issues.

Safety guidelines:

Must meet OSHA requirements

Disposal:

Remove and dispose a minimum of (8) eight doors, brackets, fittings, channels and any other appurtenances as may be required for proper disposal.

Installation:

Provide and install a minimum of (4) four new roll up doors complete with all necessary hardware and framing to include heavy duty chain hoist.

ADDITIONAL INFORMATION

Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE and/or VIA E-MAIL TO oscarg.garza@co.hidalgo.tx.us NO LATER THAN, Wednesday, July 07, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile and/or via e-mail by no later than, 12:00 P.M., Friday, July 11, 2008.



PURCHASING DEPARTMENT
County Of Hidalgo

July 08, 2008

RE: ADDENDUM NO.1

FOR RFP No.:2008-264-07-16-OGG

**"Replacement of existing Overhead Doors & related materials
to Countywide Shop" located at 301 E. State Pharr, TX**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – BUILDINGS & GROUNDS DEPARTMENT**-request for proposal for **"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX 5 MILES SO. BUS. 83 ON FM 1015**

Please add this **ADDENDUM NO. 1** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Friday July 11, 2008 at 9:30 A.M. via fax to (956) 292-7612 or via e-mail oscarg.garza@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/sma
Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

July 8, 2008

"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX

RFP No.: 2008-264-07-16-OGG

Proposed Bid Opening Date: July 16, 2008

As per questions and answers posed at the Pre-Bid Conference on July 02, 2008, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project #2008-264-07-16-OGG that the following changes be made a part of your bid packet.

1. Clearance must be a minimum and maximum of 13ft. to accommodate tallest unit.
2. Make note of outer diameter: Door #2 - Height is 15' 4" and Width 18' 10"
Door #3 - Height is 15' 4" and Width 18' 8".
3. Only openings 2 & 3 will be replaced with this request
4. Roll up device will be assembled on outside of opening in between Jam Mounts with chain hoist inverted towards inside of building

All RFP sealed envelopes shall be identified with the correct project No. RFP: 2008-264-07-16-OGG

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, July 07, 2008, for RFP-2008-264-07-16-OGG - "Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

EXHIBIT "B"
VENDOR'S PROPOSAL

EXHIBIT "B"

Hidalgo County Buildings and Grounds

"Replacement of existing overhead doors & related materials to County Wide

RFB: 2008-264-07-16-OGG

BID PAGE

BID PRICE: \$ 22,965.00

BIDDER/COMPANY NAME: BLUESTEEL CONSTRUCTION

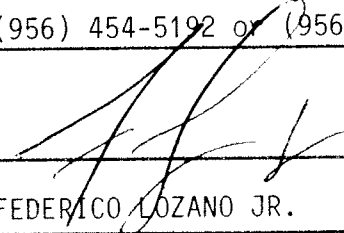
ADDRESS:

CITY/STATE/ZIP CODE 26332 MEREDITH STREET

LA FERIA, TEXAS 78559

PHONE & FAX NO.'S:
CELLULAR & BEEPER NO.'S: (956) 797-2941

(956) 454-5192 or (956) 778-2391

AUTHORIZED SIGNATURE: 

PRINTED NAME: FEDERICO LOZANO JR.

TITLE: OWNER

EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/24/08

PRODUCER Greer Insurance Agency 1271 N. Stuart Place Road Harlingen, TX 78552 Phone (956)425-7778 Fax (945)425-7778	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Federico Lozano Blue Steel Construction 26332 Meredith La Feria, TX 78559	INSURER A: Essex Insurance	
	INSURER B: Zurich N.A.	
	INSURER C: Texas Mutual Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES

THE POLICIES OF INSURANCE LISTED 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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	3CX9458	02/09/08	02/09/09	EACH OCCURRENCE	1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	50,000
						MED EXP (Any one person)	1,000
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	2,000,000
						PRODUCTS - COMP/OP AGG	1,000,000
B	<input type="checkbox"/>	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 <input checked="" type="checkbox"/> Un/Under Insured <input type="checkbox"/> _____	SCI 03199199	09/03/08	09/03/09	COMBINED SINGLE LIMIT (Ea accident)	500,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
C	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	SBP-0001194292	08/28/08	08/28/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	500,000
						E.L. DISEASE - EA EMPLOYEE	500,000
						E.L. DISEASE - POLICY LIMIT	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Hidalgo County listed as an Additional Insured in regards to the General Liability Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County 100 E. Cano Edinburg, TX 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 
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AI-10976**35.M.0.****Overhead Doors to County Wide Shop in Pct. #2****CC REGULAR****Date:** 09/09/2008**Submitted By:** Oscar Garza, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Area:** Purchasing Department **Purchasing only:** Buildings & Grounds**Information****CAPTION**

Requesting award of bid and approval of service contract (approved as to form by legal counsel) to the sole responsible bidder meeting all specifications and/or requirements for the "Replacement of existing Overhead Doors & Related materials to County wide Shop" in an amount not to exceed \$22,965.00. (Project #2008-264-07-16-OGG)

BACKGROUND

Proposed project will eliminate an on-going safety hazard with the existing hanging doors at the County wide Shop located at the Pct. #2 location. Proposed project has been advertised twice and attached please find the participation list for project #2008-264-07-16-OGG.

Fiscal Impact**FISCAL YEAR:** 2008**ACCT. #:** 081336419402200270431**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Funding under acct. #081336419402200270431 has been appropriated as per Buildings and Grounds.

Attachments

Link: 08-264

Link: 08-264

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Oscar Garza	09/03/2008 03:26 PM	CREATED
1	Purchasing Department	Darlene Betancourt	09/04/2008 10:13 AM	PEND
2	Budget & Management			
3	Auditor's Office			
4	Court Administrator			

Form Started By: Oscar Garza Started On: 09/03/2008 03:26 PM

E. IT Department:

1. **Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor-SHI Government Solutions, Inc. contract #DIRSDD-294-requisition #138791 in the total amount of \$68,812.40.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor(s):**

A. **Dell Marketing L. P. contract #DIR-SDD-192-requisition #138281 for the total amount of \$ 6,288.00;**

B. **Dell Marketing L. P. contract #DIR-SDD-192-requisition #138283 for the total amount of \$15,839.43;**

C. **Dell Marketing L. P. contract #DIR-SDD-192-requisition #138415 for the total amount of \$13,102.70.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A thru C.

3. **Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor.-Tech Depot DIR-SDD-223 through requisition #138021 for the total amount of \$6,430.00.**

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

At this time the Court moved back to item #19-D

F. Buildings & Grounds

1. **Requesting award of bid and approval of service contract (approved as to form by legal counsel) with Blue Steel Corporation (the sole responsible bidder meeting all specifications and/or requirements) for the "Replacement of the existing Overhead Doors including Accessories & Related Materials at the County Wide Shop" in an amount not to exceed \$22,965.00. (Project #2008-264-07-16-OGG).**

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.