



Hidalgo County Head Start Program Policy Council Agenda

DATE: February 17, 2010

SUBJECT: Discussion/Approval of Bid Awards and Contracts to Lowest Bidder Meeting All Specifications for Roof Repairs as Follows:

1. Bid #2010-001-01-26:Roof Repair- Donna II
2. Bid #2010-002-01-26:Roof Repair- Hidalgo
3. Bid #2010-003-01-26:Roof Repair- Pharr
4. Bid #2010-004-01-26:Roof Repair- Progreso

RATIONALE/NEED: Repairs of roofs on buildings are needed.

RECOMMENDATION: Administration recommends approval of bid awards to:

1. Bid #2010-001-01-26:Roof Repair- Donna II -TBA
2. Bid #2010-002-01-26:Roof Repair- Hidalgo - TBA
3. Bid #2010-003-01-26:Roof Repair- Pharr -TBA
4. Bid #2010-004-01-26:Roof Repair- Progreso - TBA

COST: Not To Exceed \$100,000.00

RELATED INFORMATION INCLUDED: Memo/Contract

INITIATED BY: Ambrosio Tovar, Procurement Director *at*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *EG*

PROGRAM DIRECTOR'S APPROVAL: *Teresa Flores*



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540 ♠ TEL: (956) 383-0706 ♠ FAX: (956) 381-0439

TO: Edmundo Garcia, Assistant Director
FROM: Ambrosio Tovar, Procurement Director *at*
DATE: February 4, 2010
SUBJ: Bid Award for Roof Repairs

The bid opening for these projects will be on Tuesday, February 16, 2010, the day before the policy council meeting.

The bid numbers for each Roof Repairs Project are as follows:

Donna II.....	Bid #2010-001-01-26	Roof Repairs
Hidalgo.....	Bid #2010-002-01-26	Roof Repairs
Pharr.....	Bid #2010-003-01-26	Roof Repairs
Progreso.....	Bid #2010-004-01-26	Roof Repairs

We will have the names of the contractors submitting the best and lowest bid price at the meeting.

Should you have any questions please let me know.

Thank you.

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.

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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 Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations 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 beginning _____ and ending upon the completion of project and may be extended at the sole discretion of Program 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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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 Agreement may be modified or amended only by agreement in writing executed by Program, 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 of a breach of any provision of this Agreement shall be construed to 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 performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages.** Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Program:

Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. 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.

17. **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.

18. **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.

19. **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.

20. **Termination.** Any contract award to a successful bidder will be in effect until

(a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by Program with thirty day's written notice prior to cancellation.

21. **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 provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this 23rd day of February, 2010
APPROVED BY COMMISSIONERS COURT ON: February 23, 2010

Company:

By: _____
(Company Name)

By: _____
(Print Name)

By: _____
(Title)

By: _____
Rene Ramirez, County Judge

By: _____
Teresa Flores, Executive Director

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

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