



NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

- A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.
2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.
3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached

As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

OR

Ed Garza, Owner  
Garza Plumbing, Inc.  
P.O. BOX 753  
Edinburg, TX 78540

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder

are performance in Hidalgo County, Texas.

- E. 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.
- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31<sup>st</sup> 2011) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY HEAD  
START PROGRAM

BY: \_\_\_\_\_  
Garza Plumbing, Inc.

BY: \_\_\_\_\_  
Rene Ramirez, County Judge

\_\_\_\_\_  
Ed Garza

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
Owner

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:  
OXFORD & GONZALEZ

BY: \_\_\_\_\_  
Ricardo Gonzalez

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

BY: \_\_\_\_\_  
Stephen L. Crain

EXHIBIT A  
SPECIFICATIONS

## **HIDALGO COUNTY HEAD START PROGRAM PLUMBING SERVICE AND REPAIR**

### **Description of Services:**

Awarded Vendor shall perform services in Hidalgo County as described below. All keys given to Contractor must be returned within forty-eight hours (48)

- ❖ To install additional (new) gas and water lines, including fixtures, Water Heater, Etc.
  - ❖ Replace – parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
  - ❖ Drain Cleaning service
  - ❖ Water heater repair (gas or electric)
  - ❖ Repair broken Gas & Water lines
  - ❖ Sewer lines repaired and / or installed
  - ❖ Repair of Garbage disposal & dishwasher
- The following may be **required upon request:**
    - ❖ Leaky Faucets
    - ❖ AVP Rooter Service
    - ❖ Shower pan repair

### **EMERGENCY CALLS**

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

- (a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
- (b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
- (c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.
- (d) Emergency service requests may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

**EXHIBIT B**  
**FEE SCHEDULE**

**HIDALGO COUNTY HEAD START PROGRAM  
PLUMBING SERVICE**

**EXHIBIT B**

**Fee Schedule:**

Plumbing Repair: \$58.50 per hour

Parts Mark Up: 20%

EXHIBIT C  
INSURANCE









Policy Number: L013002755-1/SR22188-10

Date Entered: 5/19/2010

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
5/19/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER IAM Insurance Agency L.L.C. 2101 Remington Ave. Suite E 2101 Remington Ave. Suite E Edinburg, Texas 78539	CONTACT NAME	
	PHONE (956) 316-3800 FAX (956) 316-3807 E-MAIL iamina@shoqlobal.net ADDRESS: PRODUCER CUSTOMER ID#:	
INSURED Garza Plumbing, INC. 33 Garza 420 N. Clopper Edinburg, TX 78539	INSURERS AFFORDING COVERAGE	
	INSURER A: Atlantic Casualty Insurance Company	NAIC #
	INSURER B: Service Lloyd's Ins. Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADD. STATE JURIS. (N/A)	POLICY NUMBER	EFFECT DATE (MM/DD/YYYY)	EXPIRES DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		L013002755-1	8/25/2009	8/25/2010	EACH OCCURRENCE \$500,000 ACCUMULATED \$100,000 MED EXP (Per person) \$5,000 PERSONAL & ADJ INJURY \$500,000 GENERAL AGGREGATE \$500,000 PRODUCTS - COMP/OP AGG \$500,000
	<input type="checkbox"/> AUTO/VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED/AUTOS <input type="checkbox"/> SO-OWNED/AUTOS <input type="checkbox"/> HIRED/AUTOS <input type="checkbox"/> NON-OWNED/AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ SOLELY INJURY (Per person) \$ SOLELY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
B	<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> ANY OTHER STATE MANDATED EMPLOYERS LIABILITY (Mandatory in NH) P. 05, describe cover DESCRIPTION OF OPERATING BUSINESS	N/A	SRR22188-10	5/19/2010	5/19/2013	NC STATE - 0-1 STATE UNEMP - 0-1 P. 1 EACH ACCIDENT \$1,000,000 P. 2 DISEASE - EMPLOYEE \$1,000,000 P. 3 DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATORS / LOADS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Baldigo County HealthCare	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRY OR DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Amuel G. Martinez</i> KadLinn
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ACORD 25 (2009/09)

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EXHIBIT D

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
for vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <p>20097793</p>
1	<p>Name of person doing business with local governmental entity.</p> <p><u>GARZA Plumbing Inc</u></p>	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small></p>	
3	<p>Name of local government officer with whom filer has employment or business relationship.</p> <p><u>None</u></p> <p>Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	<p><u>[Signature]</u></p> <p>Signature of person doing business with the governmental entity</p>	<p><u>4-28-10</u></p> <p>Date</p>