

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-071D-02-02

THIS CONTRACT is made and entered into this 2nd day of February, 2010 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **R. L. Abatement, Inc.** a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **“Asbestos Abatement Services with an option for Bat Guano Removal for Hidalgo County Old Administration Building”** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the “RFB”) and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); 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 for **Asbestos Abatement Services** 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 at Hidalgo County. 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. 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. The company hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 45 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$150.00 for each consecutive calendar day thereafter.

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 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.

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

11. 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.

12. 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: R. L. Abatement, Inc.
Attn: Roberto Valladares, Jr.
P. O. Box 332
Weslaco, TX 78596
(956) 968-2265

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 Hidalgo County 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 _____, 2010.

COUNTY OF HIDALGO

ATTEST:


Arturo Guajardo Jr., County Clerk

By: 
Rene A. Ramirez, County Judge

COMPANY:

By: 
Printed Name: Roberto Valladares Jr
Title: President



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


By: 

EXHIBIT "B"
REQUEST FOR BIDS
 FOR:

HIDALGO COUNTY
"Asbestos Abatement Services with an option for Bat Guano
Removal for Hidalgo County Old Administration Building"
 PROJECT No. 2009-071D-11-04-MSS

BID PAGE

DESCRIPTION	PRICE
ASBESTOS ABATEMENT	\$ 39,800.00
BAT GUANO REMOVAL	\$ 8,500.00
COMBINED PRICED	\$ 48,300.00

VENDOR NAME:	R.L . Abatement, Inc.
ADDRESS:	PO Box 332
CITY, STATE, ZIP	Weslaco, Texas 78599
AUTHORIZED SIGNATURE	<i>Roberto Valladares</i>
TITLE	President
TELEPHONE NUMBER	(956) 968-2265
FAX NUMBER	(956) 968-3301
E-MAIL ADDRESS	rlai rlabatement.com

OPENED

11-13-09

Witnessed

Delus Rey