

Hidalgo County Head Start Program Policy Council Agenda

DATE: April 17, 2013



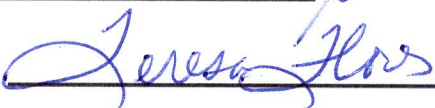
SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Contract for Services for Air Conditioning Plumbing Maintenance Services with Roberto Ontiveros, dba, JR Electric

RATIONALE/NEED: An extension is needed to continue to provide needed services to Head Start.

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds for this project are available.
Maintenance: Acct. 19-5156-20-10000-505

RELATED INFORMATION INCLUDED: Extension Acknowledgement /Contract Extension/Original Contract

INITIATED BY: Ambrosio Tovar, Procurement Director 
REVIEWED BY: Mr. Edmundo Garcia, Assistant Director 
PROGRAM DIRECTOR'S APPROVAL: 



Hidalgo County Head Start Program

¼ mile west of 10th st. On State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

One Year Contract Service Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a contract for service for one (1) additional year as stated in the existing contract dated September 1st, 2012 between Hidalgo County and Roberto Ontiveros, Dba/JR Electric for A/C services. (The "Original Contract for Services").

If the Roberto Ontiveros, Dba/JR Electric agrees to this one (1) year extension of the original Contract of Services under the existing terms and conditions, please have the authorized individual sign this Contract Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE A.2, of the original contract.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be September 1st, 2013 through August 31^s, 2014. The original Contract is extended for a period of one (1) year with all conditions.

Property/Building: Roberto Ontiveros, dba/JR Electric
100 Miller Avenue, Apt #A
Mission, TX 78572-5442

Authorized Official:

BY: _____

Title: _____

Date: _____

One Year Contract Service Extension (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:
Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Ramon Garcia, County Judge

Approved As to Form:
Oxford & Gonzalez

Ricardo Gonzalez

Approved As to Form:
Atlas & Hall & Rodriguez, L.L.P

Stephen L. Crain

Arturo Guajardo, Jr., County Clerk

- A. 1. Contractor 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 Contractor shall immediately notify the Program of such suspension or revocation.
2. The term of this Contract shall commence on September 1st, 2012, and terminate August 31st, 2013. The term may be extended for an additional one (1) year by mutual agreement of the parties hereto on the same terms and conditions.
3. The Contractor 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 Contractor 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 Contractor 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.
4. As consideration for the above and foregoing, the Contractor 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 Contractor shall be compensated based on the Program's fee schedule, a copy of which is attached

on Exhibit "B" attached hereto.

5. The Contractor must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Contractor represents and maintains that he is an independent contractor 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 Contractor agrees to be responsible for any and all taxes included but not limited to federal income tax, withholding or social security tax liability that might arise from payments received hereunder.
6. The Program and the Contractor 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

Roberto Ontiveros
DBA JR Electric
100 Miller Avenue Apt. A
Mission, TX 78572-5442

7. Contractor agrees to provide general liability, premises liability and auto liability insurance 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.

8. Except as otherwise herein provided, the Contractor may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.
- B. The Contractor'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 Contractor shall provide adequate evidence that such persons are the Contractor's employees.
 - C. The Contractor 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 Contractor's or that of any person providing services hereunder through or for Contractor. Upon written notice from the County and the Program, Contractor 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 of the Contract 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. Contractor 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 contractors.
- I. Contractor 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.

CONTRACTOR:

HIDALGO COUNTY HEAD
START PROGRAM

BY: *Roberto Ontiveros*
Roberto Ontiveros
Roberto Ontiveros
Print Name
Owner
Title

BY: *Ramon Garcia*
Ramon Garcia, County Judge

BY: *Teresa Flores*
Teresa Flores, Executive Director

ATTEST:

BY: *Arturo Guajardo Jr.*
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: *Ricardo Gonzalez*
Ricardo Gonzalez

APPROVED BY
COMMISSIONERS COURT
ON: 8/21/12

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

BY: *Stephen L. Crain*
Stephen L. Crain

EXHIBIT A
SPECIFICATIONS

HIDALGO COUTNY HEAD START PROGRAM AIR CONDITIONING SERVICE

EXHIBIT A

Description of Services

The following work is required on an as needed basis on the following (but not limited to) equipment; wall pack units, window units, Central Air/Heat Systems.

Cleaning all components, removing dust, old lubricants or contaminants to allow Equipment to function as designed.

Overhaul equipment and devices not in proper working order.

Replace equipment, devices, system, compressors, or components not in proper working order.

Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with en-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

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, every day, 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. The additional number is not to be used unless there has been no response to emergency calls within (2) hours.

Exhibit A, Description of services (Cont.)

- (d) Emergency service request may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair (s) being performed
4. Labors Price
5. Serial Number of unit which was worked on
6. Part – Price
7. Purchase Order
8. Confirmation Signature form Center Director

EXHIBIT B
FEE SCHEDULE

**HIDALGO COUNTY HEAD START PROGRAM
AIR COINDITIONING SERVICE**

EXHIBIT B

FEE SCHEDULE

\$29.00 (Twenty nine dollars) / per hour.

10% (10 percent) Mark up

EXHIBIT C
INSURANCE