

Zimbra

yolanda.velasquez@co.hidalgo.tx.us

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**RE: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs**

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**From :** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Tue, May 14, 2013 11:26 AM

**Subject :** RE: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs**To :** 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>**Reply To :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Yoli,



I have reviewed and approve as to the form of the agreement. Thanks.

Josephine Ramirez Solis  
Assistant Criminal District Attorney  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

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**From:** Yolanda Velasquez [mailto:[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)]  
**Sent:** Monday, May 13, 2013 4:15 PM  
**To:** josephine.ramirez@da.co.hidalgo.tx.us  
**Subject:** Fwd: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Hello,

I made changes indicated. Please advise if ready to proceed to next step of procurement process.

Thanks  
Yoli

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**From:** "Yolanda Velasquez" <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>  
**To:** "josephine ramirez" <[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)>  
**Sent:** Thursday, May 9, 2013 9:48:35 AM  
**Subject:** Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Good morning,

I had forwarded to Mrs. Marty the Draft with the changes that were recommended addressed. I don't think she has forward to you for final okay.

Please review and advise to proceed to next step.

Thank you

Yolanda Velasquez, Buyer III  
Hidalgo County Purchasing Dept.  
Tel: (956) 318-2626 ext. 4881  
[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

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**From:** "Yolanda Velasquez" <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>  
**To:** "Martha Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**Sent:** Friday, May 3, 2013 4:36:02 PM  
**Subject:** Fwd: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Marty,

I made the changes as per legal. I have attached the revised copy for final okay of draft.

Thanks  
Yoli

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**From:** "Josephine L. Ramirez" <[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)>  
**To:** "Martha Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>, "michael garza" <[michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)>, "victor garza" <[victor.garza@da.co.hidalgo.tx.us](mailto:victor.garza@da.co.hidalgo.tx.us)>  
**Cc:** "Yolanda Velasquez" <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>  
**Sent:** Friday, May 3, 2013 2:30:07 PM  
**Subject:** RE: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Marty,

See attached contract. Two provisions are highlighted: 1) it is unclear if this is a two year or one year term (specifications say two so please modify if this is correct); and 2) the signature line should be modified for my signature.

Thanks

Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
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**From:** Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]  
**Sent:** Friday, May 03, 2013 12:58 PM  
**To:** josephine.ramirez; michael garza; victor garza  
**Cc:** Yolanda Velasquez  
**Subject:** Fwd: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Counselors:

Please review and comment as to form. We've attached specifications to assist.

Thanks,  
Marty

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**From:** "Yolanda Velasquez" <[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)>  
**To:** "Martha Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**Sent:** Friday, May 3, 2013 9:45:54 AM  
**Subject:** Maintenance & Repairs for Elevators Located in County Owned Bldgs

Good morning Mrs. Marty,

Please forward draft contract document along with specifications to Legal for review/comment as to form to proceed to next step of procurement process.

Thank you

Yolanda Velasquez, Buyer III  
Hidalgo County Purchasing Dept.  
Tel: (956) 318-2626 ext. 4881  
[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)



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 Director of Buildings and Grounds 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. **This Contract shall be for a period of two (2) year period beginning, Month 00, 2013 and ending on, Month 00, 2015 with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

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 any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent 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. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. 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.

13. 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  
302 W. University Drive  
Edinburg, Texas 78539**

If to Company:

14. 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.

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

16. 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.

17. 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 \_\_\_\_\_, 2013

Approved on Commissioners' Court \_\_\_\_\_

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

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

COMPANY:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Hidalgo County Criminal District Attorney

By: \_\_\_\_\_  
Josephine Ramirez Solis  
Assistant Criminal District Attorney  
County Affairs Section



**EXHIBIT “A”**  
**Request for Bid (RFB)**  
**Procurement Packet**

# EXHIBIT “B”

Bid Page



**EXHIBIT “C”**  
Certificate of Insurance