

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-14-374-00-00-SGS**

THIS CONTRACT is made and entered into this ____ Day of____, 2014 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **“Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations”**, as more particularly described in Exhibit “A” (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" (“Vendor’s Bid”) respectively, and incorporated herein for all purposes (the "RFB Packet"); 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 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 agree that this Contract is entered into in order to provide the Services to locations 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 by the **Commissioners' Court** or their 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 one year effective _____, **2014** and ending on _____, **2015**. Hidalgo County may at its sole discretion elect, to extend the term of this Contract for two (2)-one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, 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 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
304 W. University Drive
Edinburg, Texas 78539

If to Company _____

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. 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 County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Immunities:** Nothing in this Agreement is intended to a and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: _____

DRAFT

**EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET**

DRAFT

**EXHIBIT “B”
VENDOR’S BID**

DRAFT

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

DRAFT

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Fwd: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Tue, Oct 14, 2014 08:13 AM

Subject : Fwd: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations**To** : evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

----- Forwarded Message -----

From: "Steve Crain" <scrain@atlashall.com>**To**: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>**Sent**: Tuesday, October 14, 2014 7:58:37 AM**Subject**: RE: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations**This draft Contract was never received by me. The draft is fine.**

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]**Sent**: Monday, October 13, 2014 2:48 PM**To**: Steve Crain**Cc**: evangelina Garcia; Sandra Suarez**Subject**: Fwd: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

Mr. Crain:

Did you respond to this request for review and approval as to form? Cannot locate if you did, please provide.

Thanks,

Marty S.

----- Forwarded Message -----

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**To**: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>**Cc**: "Sandra Suarez" <sandy.suarez@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>**Sent**: Monday, October 13, 2014 2:38:40 PM**Subject**: Fwd: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

Marty:

Have you heard from Mr. Crain on the following?

Thank you;

Vangie Y. Garcia, Contract's Manager

Hidalgo County Purchasing Department

2812 S. Business Hwy. 281

Edinburg, Texas 785339

Email: evangelina.garcia@co.hidalgo.tx.us

Phone: 956-292-7000-Ext. 4856

----- Forwarded Message -----

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>**To**: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>**Cc**: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Sandra Suarez" <sandy.suarez@co.hidalgo.tx.us>**Sent**: Friday, October 10, 2014 3:12:09 PM**Subject**: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

Marty:

Please forward to legal for review as to form and approval the draft contract as attached hereto. This will be for Precinct One project assigned to Sandy so that she may begin her process.