



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

July 16, 2019

ABM Janitorial Services- South Central, Inc.
10521 Gulfdale St.
San Antonio, TX 78216
P (210)733-6015
ATTN: Ms. Amanda Reed, Account Executive

Via email: Amanda.n.reed@abm.com
TERM: October 17, 2019 – October 16, 2020

Re: **EXTENSION/RENEWAL & 1295 FORM NOTICE**
Original Contract# (C-17-061-10-10) – “Custodial Services for Administration Building in Edinburg, TX”-Hidalgo County

Dear Ms. Reed

Be advised, that County has chosen the option to exercise **the final term of the additional two (2) one (1) year period. (under the same rates, terms and conditions)** with **ABM Janitorial Services-South Central, Inc.** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

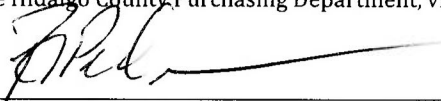
In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-19-179** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized “**HB Form 1295**” and “**Extension Notice**” must be received in our office completed via fax to (956) 292-7612 or via email to: hector.garcia1@co.hidalgo.tx.us **by no later than Friday, July 19, 2019 or sooner if possible.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your “**Updated Certificate of Insurance**” with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: hector.garcia1@co.hidalgo.tx.us by no later than date reflected above.

By:  Date: 7/16/19
Ms. Amanda Reed, Account Executive
Ron Pedraza, Reg. Sr. Ops

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Agent

MLS/hag
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ABM Texas General Services, Inc.
 San Antonio, TX United States

Certificate Number:
 2019-519363

Date Filed:
 07/22/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Extension#(E-19-179)
 Janitorial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

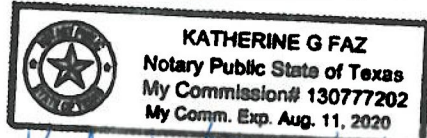
6 UNSWORN DECLARATION

My name is CRAIG CONTRERAS, and my date of birth is 01/14/1970.

My address is 121 INTERPARK SQE 1001, SAN ANTONIO, TX, 78216, TEXAS.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of TEXAS, on the 22 day of July, 20 19.
(month) (year)



Katherine G Faz 7/22/19

[Signature]
 Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 ABM Texas General Services, Inc.
 San Antonio, TX United States

Certificate Number:
 2019-519363

Date Filed:
 07/22/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County

Date Acknowledged:
 07/22/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Extension#(E-19-179)
 Janitorial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

ABMIND3

DATE (MM/DD/YYYY)
10/24/2018

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 have ADDITIONAL INSURED provisions or 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 Commercial Lines - (404) 923-3700 USI Insurance Services National, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED ABM Texas General Services, Inc. dba ABM Janitorial Services-South Central 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: ACE Property and Casualty Ins. Co.	20699
	INSURER C: Illinois Union Insurance Company	27960
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 13591152

REVISION NUMBER: See below


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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG71211137	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25269147	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 25,000			XOOG27910865004	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TNSC65220817 TX - SIR: \$1,000,000	11/01/2018	11/01/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Non-Subscriber E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Jobsite: Hidalgo County Administration Building 2802 S. Bus. Hwy 281, Edinburg, TX. 78539.
 Hidalgo County is included as additional insured as respects general liability as required by written contract with the Named Insured. Thirty (30) days written notice of cancellation or non-renewal shall be given to the additional insured(s) in the event of cancellation of the general liability, automobile liability, workers' compensation and umbrella policy(ies).

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County 2802 S. Bus Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)



CYB01A25/000117/02/02/01/0/0

056A2-08-28, for "Pest Control Services" with Mid-Valley Pest Control and Kill-A-Bug Pest Control.

U. AI-66463 Approval to exercise the County's option to extend the "Countywide Custodial Services" C-17-061-10-10-YSI for a one (1) year term under the same rates, terms, and conditions.

V. AI-66894 Approval of payment of Invoice #10320 in the amount of \$4,500.00 submitted by Quintanilla, Headley and Associates, Inc., for surveying services provided under Contract C-18-038-01-30, for the Pct 2 North San Juan Park Swimming Pool Project.

W. AI-66893 Approval of payment of Invoice #10323 in the amount of \$9,930.00 submitted by the project engineer, Quintanilla, Headley and Associates, Inc., for engineering services provided under Contract C-17-238-08-22 (WA#2), for the Pct 2 Regional Linear Park Project.

X. AI-67055 Pct. #4:

OK
↓

1. Acceptance and approval of invoice 11327174 submitted by project engineer L&G in the amount of \$98,188.74; project FM 1925 (10th-McColl) WA#2 (P.O. 785986).
2. Acceptance and approval of invoice 11327172 submitted by project engineer L&G in the amount of \$59,059.94; project 10th St WA#2 (P.O. 700265).
3. Acceptance and approval of invoice 11327173 submitted by project engineer L&G in the amount of \$110,962.94; project FM1925 (Alamo Rd to Sharp Rd) WA#3 (P.O. 785987).
4. Acceptance and approval of invoice 11327175 submitted by project engineer L&G in the amount of \$66,900.00; project FM1925 (1,500 ft W of FM 2220 to 10th) WA#1 (P.O. 739761).

Y. AI-67079 Approval of application for payment No. 8 in the amount of \$334,977.54; project 10th Street Extension submitted by contractor, Texas Cordia Construction, LLC through Contract C-17-218-01-16 as reviewed by project manager, Ricardo Gallaga, L&G Consulting Engineers, Inc.

Z. AI-67017 Pct. #4:

OK
↓

1. Acceptance and approval of invoice 40033 submitted by project engineer B2Z in the amount of \$4,647.49; Memorial Park Project (P.O.767241).
2. Acceptance and approval of invoice 40040 submitted by project engineer B2Z in the amount of \$4,841.03; Memorial Park Project (P.O.767241).
3. Acceptance and approval of invoice 40041 submitted by project engineer B2Z in the amount of \$5,954.39; Seminary Road Project (P.O.779383).
4. Acceptance and approval of invoice 40042 submitted by project engineer B2Z in the amount of \$7,542.42; Hinojosa Road Project (P.O.779384).
5. Acceptance and approval of invoice 40043 submitted by project engineer B2Z in the amount of \$29,834.33; Tex-Mex Road Project (P.O.779385).
6. Acceptance and approval of invoice 40044 submitted by project engineer B2Z in the amount of \$6,851.49; Mile 17 1/2 (Russell Road) Project (P.O.781241).



E-18-225-10-09

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

September 6, 2018

Amanda Reed, Account Executive
ABM Janitorial Services- South Central, INC.
10521 Gulfdale
San Antonio, Texas 78216
P (210) 733-6015

via email Amanda.n.reed@abm.com
TERM: OCTOBER 17, 2018 - OCTOBER 16, 2019

Re: **EXTENSION/RENEWAL & 1295 FORM NOTICE**
CONTRACT# (C-17-061-10-10) - Custodial Services for HC Owned Bldgs for HIDALGO COUNTY

Dear Ms. Reed

Be advised, that County has chosen the option to exercise the **FIRST of 2 Extensions** of the additional one (1) year period, *(under the same rates, terms and conditions)* with **ABM Janitorial Services -South Central, Inc.** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-18-225**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: elena.gomez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: elena.gomez@co.hidalgo.tx.us by no later than date reflected above.

By: 
Amanda Reed, Account Executive

Date: 9/12/2018

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha Salazar

Martha L. Salazar, CPPB/Purchasing Agent
(or)
Dina Trevino, Assistant Purchasing Agent
Hidalgo County Purchasing Agent

MLS-DT/meg
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-403001

Date Filed:
09/12/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ABM Texas General Services, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Renewal/Extension No. E-18-225
Custodial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Ron Peden, and my date of birth is 9/20/1957.

My address is 10910 Faxon Park Dr, San Antonio, TX, 78249, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 12 day of September, 2018.
(month) (year)

Ron Peden
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 ABM Texas General Services, Inc.
 San Antonio, TX United States

Certificate Number:
 2018-403001

Date Filed:
 09/12/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County

Date Acknowledged:
 09/18/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Renewal/Extension No. E-18-225
 Custodial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

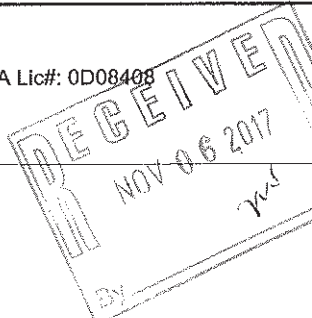


CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2017

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 have ADDITIONAL INSURED provisions or 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 Commercial Lines - (415) 541-7900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Property and Casualty Ins. Co. INSURER C: Illinois Union Insurance Company INSURER D: INSURER E: INSURER F:
INSURED ABM Texas General Services, Inc. dba ABM Janitorial Services-South Central 4151 Ashford Dunwoody Road, Suite 600 Atlanta, GA 30319	NAIC # 22667 20699 27960

COVERAGES **CERTIFICATE NUMBER:** 12409504 **REVISION NUMBER:** See below

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			XSLG27872451	11/01/2017	11/01/2018	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
	<input checked="" type="checkbox"/> \$1,000,000 SIR						MED EXP (Any one person)	\$ Excluded
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000		
OTHER:								
A	AUTOMOBILE LIABILITY			ISAH25097403	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XOOG27910865 003	11/01/2017	11/01/2018	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TNSC49166771 TX - SIR: \$1,000,000	11/01/2017	11/01/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	Non-Subscriber
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 4,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 4,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Jobsite: Hidalgo County Administration Building 2802 S. Bus. Hwy 281, Edinburg, TX. 78539.
 Hidalgo County is included as additional insured as respects general liability as required by written contract with the Named Insured. Thirty (30) days written notice of cancellation or non-renewal shall be given to the additional insured(s) in the event of cancellation of the general liability, automobile liability, workers' compensation and umbrella policy(ies).

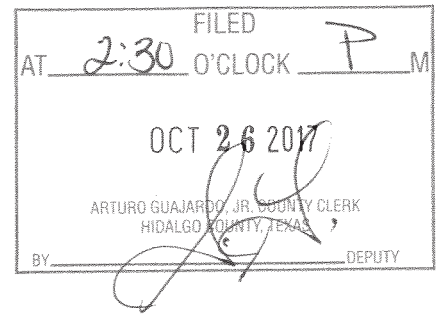
CERTIFICATE HOLDER Hidalgo County 2802 S. Bus Hwy 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-061-10-10



THIS CONTRACT is made and entered into this 10th day of October, 2017 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ABM Janitorial Services -South Central, Inc.** a **TEXAS** corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "**CUSTODIAL SERVICES FOR ADMINISTRATION BUILDING IN EDINBURG, TX**" (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 Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits 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 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 to location at **Administration Building located at, 2802 S. Business Hwy 281, Edinburg, Texas 78539**. 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 Department Head, 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 beginning OCTOBER 17, 2017 and ending on OCTOBER 16, 2018 and may be extended at the sole discretion of County for an additional two (2) one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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 St. 2nd Floor
Edinburg, Texas 78539**

If to Company : **ABM Janitorial Services-South Central, Inc.
Attn: Amanda Reed, Account Executive
10521 Gulfdale
San Antonio, TX 78216**

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 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.

17. **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).

18. **Immunities.** Nothing in this Agreement is intended to 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 Buyer as to any claim or action of any person, entity, or individual against County.

19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Company, and not otherwise.

WITNESS our hands in duplicate originals this 10th day of October, 2017.

COUNTY OF HIDALGO

ATTEST:

By: Ramon Marcia
Ramon Garcia, County Judge

Arturo Guajardo
Arturo Guajardo, County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 10/16/17 JMS

ABM Janitorial Services-South Central, Inc.

By: Ton Pedraza
Printed Name: Ton Pedraza
Title: Legiaon Director

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

By: Stephen L. Crain
Stephen L. Crain