



Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Re: RFP 2020-15-TITLE REPORT SERVICES-DRAFT AGREEMENT

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Tue, Jan 28, 2020 at 8:53 AM

To: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>, David Cantu <david.cantu@da.co.hidalgo.tx.us>

Cc: "ramirez, josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "garza, victor" <victor.garza@da.co.hidalgo.tx.us>

Good Afternoon Ms. Velasquez,
PLEASE DISREGARD PRIOR EMAIL

As requested, this office reviewed the Exhibit A and Agreement (C-2020-015-02-19-YZV) and approve both as to form subject to the following recommended modifications:

1. On Exhibit A- add the following provisions in Section I-General Terms and Conditions:

INSURANCE REQUIREMENTS for this project to be maintained throughout the contract term (Refer to limits in Exhibit "C").

INDEMNIFICATION – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

2. On Exhibit A-revise the Davis Bacon provision as follows:

DAVIS BACON ACT or HIDALGO COUNTY ADOPTED PREVAILING WAGE RATE: (If Applicable)

In accordance with Chapter 2258 of the Texas Government Code, as well as any other applicable laws, all selected and awarded firms are required to include the appropriate prevailing wage rate (Davis Bacon Act rates or the rates adopted by the County of Hidalgo) when advertising and developing project specifications.

3. As to the Agreement, please find attached draft with recommended modifications.

Please let us know if you have any questions.
Respectfully,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
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(956) 292-7609 EXT 8187
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On Tue, Jan 28, 2020 at 8:51 AM Robert Vina <robert.vina@da.co.hidalgo.tx.us> wrote:

Good Afternoon Ms. Velasquez,

As requested, this office reviewed the Exhibit A and Agreement (C-2020-015-02-19-YZV) and approve both as to form subjct to the folloing modifcations:

1. On Exhibit A- add the following provisions in Section I-General Terms and Conditions:

INSURANCE REQUIREMENTS for this project to be maintained throughout the contract term (Refer to limits in Exhibit "C").

INDEMNIFICATION – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

2. On Exhibit A-revise the Davis Bacon provision as follows:

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Respectfully,

Robert Viña III

Assistant District Attorney
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TO robert.vina@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

On Thu, Jan 23, 2020 at 11:01 AM Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us> wrote:

Good morning everyone,

Please review "Draft Professional Service Agreement" as to form to proceed with procurement process. I have
attached requirements as well.

If you have any questions, please let me know.



Purchasing Department

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