

THE STATE OF TEXAS §

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COUNTY OF HIDALGO §

**SERVICE CONTRACT**

C-21-0482-XX-XX

**THIS CONTRACT** is made and entered into this XX day of Month, 2021 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Company Name ("Company").

**WHEREAS**, Company has proposed and agreed to provide Full Service Brush/Debris Clearance and Removal (the "Services") in accordance with the following:

- a. Hidalgo County's Request for Bids # 2021-0482-XX-XX-HAG,
- b. Contractor Pricing Worksheet ("Worksheet");

Whereas the Proposal and Worksheet (sometimes collectively the "Proposal Package" are incorporated and attached as Exhibits A and B respectively;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the terms and conditions of the Proposal Packet, the Commissioners Court of County awarded the contract 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 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 as a **Primary, Secondary, Tertiary** provider of the Services in accordance with the Proposal Package 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. The term of this Agreement shall begin on Month XX, 2021 through Month XX, Year and may be extended on the same terms and conditions at the **option and sole discretion** of the County for one (1) additional one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

County will award debris management services contracts to a “Primary”, “Secondary” and “Tertiary” vendor for services to be rendered through effective period of this Contract. Company agrees in situations when the “Secondary” Service Provider does not and/or not adequately perform in accordance with comply with the specifications, requirements, terms, conditions, obligations contained within this Contract, Hidalgo County reserves the right to seek the Services from the “Tertiary” Service Provider. In such event, County shall charge the “Secondary” Service Provider the difference for any additional cost of Services.

Hidalgo County reserves the right to continue this Contract for an additional sixty (60)

Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for 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 in accordance with the Texas Prompt Payment Act. Tex. Govt.CodeCh.2251.

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 coverage and in the amounts described herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

Workers Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate

Comprehensive General Automobile  
Professional Liability

U.S. \$1,000,000 combined single limit  
U.S. \$1,000,000 per claim and in the aggregate

Additionally, the certificates must state that the County will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The County must be named as an Additional Insured. The County must be given copies of all insurance policies within fifteen (15) days of the County's written request.

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, 2<sup>nd</sup> Floor  
                                  Edinburg, Texas 78539

If to Company:        Company Name  
                                  Attn: Name, Title  
                                  Address  
                                  Address Cont.

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.     County may terminate this Agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County.

**Agreements for the acquisition, including lease of real or personal property under Tex.Local.Govt.** In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the other party, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex.Local.Govt.Code §271.903.

18. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **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 County as to any claim or action of any person, entity, or individual against County.

20. **Nondiscrimination.** Company, including subcontractors, assignees and successors in

interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

21. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

23. Hidalgo County has the authority to utilize cooperative purchasing State Contracts and contracts under cooperative purchasing when it is in the County's best interest to do so.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COUNTY OF HIDALGO**

**COMPANY:**

\_\_\_\_\_  
Richard F. Cortez, County Judge

\_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Victor Garza, Assistant District Attorney

**EXHIBIT “A”**  
**HIDALGO COUNTY’S RFB FULL SERVICE  
BRUSH/DEBRIS CLEARANCE AND REMOVAL**

DRAFT

**EXHIBIT “B”**  
**CONTRACTOR PRICING WORKSHEET**

DRAFT

**EXHIBIT “C”**  
**PROOF OF INSURANCE**

DRAFT