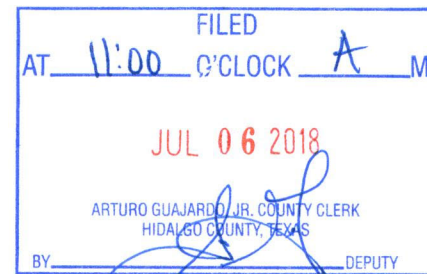




Disaster Recovery Authorization and Service Contract



The Service Contract (the Contract) is entered into on this 28th day of June, 2018 by and between Pauloa, LLC dba SERVPRO® of Harlingen/ San Benito (“Service Provider”), an independently owned and operated franchise, and _____Hidalgo County_____ (“Customer”).
Address: 1902 Joe Stevens Ave City: Weslaco State: Tx Zip: 78599.

- Services:** Service Provider hereby agrees to furnish all labor, materials, equipment, and subcontracted items reasonably necessary to complete the work described in the Scope of Work (Exhibit A). Service Provider and Customer may make changes in the Scope of Work by written change order agreed to in writing by both parties. Customer acknowledges that Service Provider is independent of the Customer’s insurance company and that only the parties hereto have the authority to enter into this Contract. Service Provider and Customer acknowledge that the property which is the subject of the Scope of Work has been damaged by a fire, flood, or other catastrophe and that, while Service Provider agrees to perform the Scope of Work according to industry standards, cannot guarantee that any of the property will be fully operational or free from defects following completion of work.
- Term:** This Contract shall commence on the date signed below and shall continue until the services set forth in the Scope of Work and any applicable change order(s) (“Services”) have been completed.
- Price:** Work performed hereunder shall be priced according to the Time and Materials Commercial Pricing (Exhibit B), plus any applicable taxes and costs, permits, fees, special licenses, and other reasonably necessary expenses and permitted subcontractors (cumulatively, “Charges”). Customer will make the facility accessible to accommodate Service Provider and take all steps necessary or convenient to enable Service Provider to complete Services. All rates quoted are exclusive of Federal, State and Local Sales or Use taxes and costs associated with any applicable Federal, State or Local approvals, consents, permits, licenses and order incident to performance of the work. Service Provider will bill for and Customer shall pay for all such actual incurred costs. Customer agrees that only the work set forth on Exhibit A will be performed for the agreed pricing on this Contract. Additional work will be billed separately.

Invoicing and Payment: Service Provider shall submit to Customer itemized invoice(s) setting forth the total Charges due. Customer agrees to pay such fees and charges for the Scope of Work in accordance with the following schedule:

- \$ 60,000 on or before July 6, 2018. For mobilization of large loss equipment.
- The balance of fees and charges for the Scope of Work and change orders shall be paid within thirty (30) days from the Customer’s receipt of the final invoice.

If payments are not received within thirty (30) days, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney’s fees and interest charges at the lesser of 1) 1.5% per month; or 2) the maximum lawful interest rate permitted by applicable law. In the event Customer shall fail to pay any periodic installment payment, such failure shall constitute a breach authorizing Service Provider to cease work without breach pending payment or resolution of any dispute.

4. **Responsibility for Payment:** By signing below, Customer hereby instructs Customer's insurance carrier to pay Service Provider directly for Services, emergency or otherwise, less any deductible actually paid by Customer. Customer shall remain primarily liable and fully responsible for payment and agrees to make such payment in a timely manner in accordance with the terms of this Contract. **If for any reason Customer receives a check or draft from insurance company made payable to Customer, Customer agrees to remit payment immediately to Service Provider and hereby assigns to Service Provider the right to any such payment.** Customer agrees to make payment for Charges, regardless of whether Customer or another person or entity is legally responsible for payment or whether Customer is entitled to reimbursement for such costs from some other person or entity or insurance carrier(s).

5. **General Lien:** To the extent allowed by the constitution and the laws of the state of Texas. Customer agrees that Service Provider shall have a general lien on any and all real and personal property of the Customer and in Customer's possession, custody or control for all claims, Charges or advances incurred by Service Provider generally and under this Contract. Customer represents that he/she is the owner of said property and/or is authorized to enter into this Contract and to bind the Customer and property owner to each and every term and condition contained herein.

6. **Environmental:** Customer represents and warrants that no hazardous materials and/or hazardous substances as defined by law are present at the property location. Customer is responsible for notification, identification, removal and disposing of all materials containing any such hazardous materials including, without limitation, asbestos and lead. Customer assumes all liability associated with such materials located on Customer's property and jobsites and agrees to hold the Service Provider harmless from disturbance of any such undisclosed materials. Customer assumes all liability for effects such materials may have on Service Provider's employees, temporary or contractual employees and subcontractors associated with this project. The Service Provider shall not be responsible for any such hazardous materials removal, handling or disposal, unless specifically identified as follows:

Mold remediation, if any, must be set forth in the Scope of Work and must be directed by an Industrial Hygienist protocol and clearance testing.

7. **Disposal:** Disposal of any hazardous material and/or hazardous substances (including specimens or samples) agreed to be performed by Service Provider under this Contract will be made in the name of the Customer and under any Customer generator number or other identification of the Customer.

8. **Limited Warranty:** SERVICE PROVIDER WARRANTS FOR TWO YEARS THAT THE WORKMANSHIP OF THE SERVICES PERFORMED PURSUANT TO THIS CONTRACT WILL BE OF THE QUALITY GENERALLY ACCEPTED IN THE EMERGENCY PROPERTY DAMAGE WATER, FIRE AND SMOKE CLEANUP, MITIGATION/RESTORATION AND MOLD REMEDIATION SERVICES INDUSTRY. SERVICE PROVIDER ALSO WARRANTS FOR ONE YEAR THAT ALL MATERIALS FURNISHED IN CONNECTION WITH THE SERVICES WILL BE NEW, OF GOOD QUALITY, AND FREE FROM DEFECTS. IF THE SERVICES PROVIDED BY SERVICE PROVIDER FAIL TO MEET INDUSTRY STANDARDS, SERVICE PROVIDER AGREES TO PROVIDE RE-SERVICE AT NO ADDITIONAL COST FOR UP TO TWO YEARS. THIS PROVISION EXCLUDES RE-SERVICE ASSOCIATED WITH NORMAL WEAR AND TEAR, NORMAL RE-SOILING, IMPROPER CARE, IMPROPER MAINTENANCE AND NEW LOSS EVENTS. ANY ITEMS WARRANTED BY A MANUFACTURER WILL BE GOVERNED BY THAT WARRANTY, AND SERVICE PROVIDER WILL TAKE ALL STEPS NECESSARY TO TRANSFER ANY SUCH WARRANTY TO THE CUSTOMER. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO,

CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSES, AND/OR WARRANTY OF MERCHANTABILITY.

9. **Causes Beyond Control:** Service Provider shall not be liable for any delay due to circumstances beyond the control of Service Provider including, but not limited to, flood, fire, strikes or other labor difficulty, act of God, casualty, unavailability of materials, weather conditions, building department requests, intervention by governmental authority, civil disturbance, sabotage, fuel or energy shortage, transportation delay, equipment breakdown, natural catastrophes, inability to obtain necessary labor, materials or manufacturing facilities or any other cause beyond Service Provider's reasonable control.
10. **Consents and Permits:** Any Federal, State or Local permits or consents required for the performance of the Scope of Work are the responsibility of the Customer; provided that, if made a part of the Scope of Work, Service Provider may obtain such permits and consents at Customer's expense. Both Service Provider and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.
11. **Indemnity:** To the extent allowed by the constitution and the laws of the state of Texas. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, Franchisor, officers, permitted subcontractors, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, including without limitation damages to property or personal injury and/or condition of the property, to the extent that any such claim, demand, cause of action and/or liability arises out of or is related to the breach of contract, negligence or other fault of the indemnifying party.
12. **Cancellation:** Service Provider shall have the right to cancel, cease or postpone any incomplete work without notice to Customer in the event that Customer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, does not pay Service Provider, or becomes unable to meet its financial obligations in the normal course of business.
13. **Limitation of Liability:** In no event shall Service Provider, its owners, officers, directors, employees or agents, Franchisor, or affiliates be responsible for indirect, special, nominal, incidental, punitive, or consequential losses or damages, or for any penalties, regardless of the legal or equitable theory asserted, including contract, negligence, warranty, strict liability, statute, or otherwise.
14. **Jurisdiction and Governing Law:** The parties hereby irrevocably consent to the jurisdiction of the state or federal courts of the State of Texas in connection with any action or proceeding arising out of or relating to this Contract, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Contract, or a breach of this Contract or any such document or instrument. This Contract shall be construed in accordance with the laws of the State of Texas
15. **Entire Agreement:** This Contract and the Exhibits hereto comprise the complete and entire agreement of the parties respecting the Services to be performed. No engagements, promises, representations, or warranties have been made by either party except as is expressly stated in this Contract and its Exhibits. All modifications to the Contract shall be in writing, signed by both parties hereto. The express written terms and conditions in the Contract apply in lieu of any course of dealing between the parties or usage of trade in the industry.
16. **Waiver of Rights:** A failure to either party to exercise any right provided herein shall not be deemed to be a waiver of any rights hereunder.
17. **Right To Repair/Limitations Period:** Any claim by Customer for faulty performance, non-performance, or breach under this contract shall be made in writing to Service Provider within ninety (90) days after the earlier of

completion of the work or date any such performance, non-performance or breach would have been discovered exercising reasonable diligence. Failure to make such a written claim for any matter which could have been corrected by Service Provider shall be deemed waived by Customer. No action, regardless of form, relating to the subject matter of this contract may be brought more than one year after such date.

- 18. **Prevailing Rate:** If in an unforeseen circumstance a prevailing rate is instituted, Customer agrees that labor rates will be adjusted accordingly.
- 19. **Captions:** The captions and headings throughout this Contract are for convenience only. They are not part of this Contract and shall not be used in construing it.
- 20. **Severability:** If any provision of this contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this contract shall be construed and enforced as if such provision never comprised a part of this contract. The remaining provisions of this contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this contract.
- 21. **Attachments:** The following documents (if box is checked) are attached and incorporated herein by reference:
 - Exhibit A, Scope of Work
 - Exhibit B, Rate Schedule

Agreed to and accepted this 28th day of June, 2018

Ramon Garcia County Judge
Client's Signature/Title
(Authorized Signer)

[Signature] Project Coordinator
Provider's Representative Signature/Title

Ramon Garcia
Printed Name

Ryan Amosworth
SERVPRO®

100 E. Cano, 2nd floor Edinburg TX 78539
Address

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/18 [Signature]



Return to: Betsy Roque @ Purchasing x 4858

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

Service Agreements

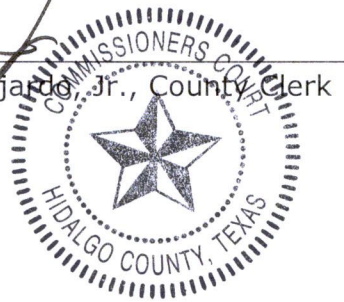
Company Name: ServPro of Harlingen/San Benito

Department: Executive Office

CC Approval on 07/03/2018, AI- 65474

ATTEST:

BY: 
Honorable Arturo Guajardo, Jr., County Clerk

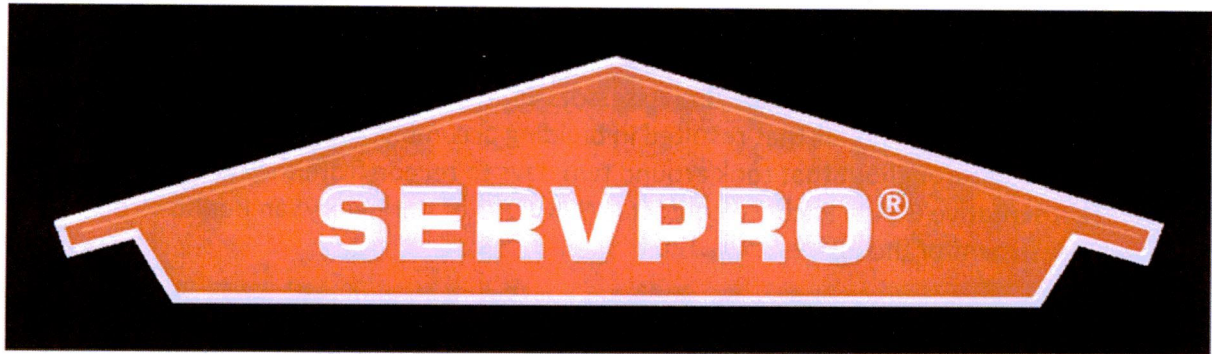


APPROVED AS TO FORM:

Office of Criminal District Attorney Ricardo Rodriguez, Jr.

BY: 
Honorable Josephine Ramirez, ADA

Client: Hidalgo County



Of Harlingen/San Benito

Water Mitigation Loss

JUNE 25, 2018



Hidalgo County

1902 Joe Stephens Ave
Weslaco, TX 78599

Prepared by:
SERVPRO of Harlingen/San Benito

Client: Hidalgo County

Scope of Services & Action Plan

Hidalgo County Commissioner's Office, Tax Assessors Office, Justice of the Peace Place 1 & Place 2 experienced heavy rains that resulted in building accumulating approximately 4 to 8 inches of flooding throughout that took around two days to recede from the building. Hidalgo County representative Glinda Pacheco contacted SERVPRO of Harlingen/San Benito to perform an initial assessment of the loss.



Client: Hidalgo County

Scope Items

Mobilization of Resources

- Mobilize SERVPRO management to oversee the production process
- Mobilize equipment and consumables trailers to the job site as needed
- Mobilize generators to provide additional power to facility for drying if required
- Establish an equipment and resource staging area
- Establish a break area for all SERVPRO labor
- All SERVPRO personnel will wear the proper personal protective equipment before entering the work area and throughout the mitigation process
- Identify and alleviate site safety hazards
- Daily documented safety meeting

Justice of the Peace Place 1, Justice of the Peace Place 2, Tax Assessor's Office, Commissioner's Office

- Install one 5,000cfm desiccant dehumidifier with generator power to stabilize the indoor environment to prevent further secondary damage and to dry structure.
- Install power distribution and air movement as needed to circulate hot, dry air produced by the desiccant dehumidifiers.
- Place HEPA air filters- (negative pressure air scrubbers) throughout to reduce potential harmful airborne contaminants in order to create a safer work environment.
- Remove and discard all water damaged porous structural materials.
- Remove and dispose of all porous contents
- Perform a complete moisture survey and create a moisture map.
- Perform daily moisture monitoring services.
- Apply an EPA registered antimicrobial to all water impacted structure to deter microbial growth.
- Contingent upon results of third party industrial hygienist to perform asbestos testing as required by State.

Client: Hidalgo County

Final Flood Cleaning Protocol

HEPA VACUUM – AS NEEDED

- Affected materials will be HEPA vacuumed to remove contaminants, dust and loose debris from the area.

RINSE AND EXTRACT (PRESSURE WASH)

- Pressure washing will be performed where appropriate along with mop and muck out using squeegees.

DIRECT CONTACT SANITIZATION

- All remaining structural surface areas will have an EPA registered antimicrobial applied to deter microbial growth.
- Below the flood line will be wiped or mopped with an approved sanitizing agent to ensure all areas have been properly sanitized. Areas not directly affected, but experiencing secondary damage will also be treated on an as needed basis. The final stage of the cleaning process is completed in this step and corresponding sign-off walks will be performed upon successful completion of this step.

STRUCTURAL DRYING

- All structural building materials will be dried in accordance with IICRC standards

ASSUMPTIONS

- None of the other contractors working in the affected areas will be cross-contaminating the clean areas once they are cleaned.
- SERVPRO will have unrestricted and full access to all areas each during the bulk of the cleaning activities.
- No rebuilding will commence prior to SERVPRO final cleaning crews completing their work assignments.

Client: Hidalgo County

Estimated Time and Materials Pricing Summary

Labor - Schedule A

Project Management
Restoration Supervisors
Project Administration/Auditor
Skilled Labor
General Labor

\$53,208

Consumables – Schedule B

Professional Cleaning Products
Personal Protective Equipment
Antimicrobial/Disinfectant
Debris Disposal Bags
Temporary Ducting

\$17,642.70

Equipment - Schedule C

Drying Equipment
Power Distribution
Small Tools
Air Filtration Devices
On-site recovery trailer

\$94,281.24

Subcontract and Incurred Expenses – Schedule D&E

Generator Fuel
Logistics/Mobilization
Per Diem
Wash Stations
Portable Toilets
Asbestos Testing
GL On-site Lunches
Equipment Rental

\$22,595.54

Total Budgetary Amount **\$187,727.48**

8% discount for mitigation services **<-\$15,018.20>**

Total Services Rendered **\$172,709.28**

Client: Hidalgo County

Acknowledgments

- Labor will be billed in accordance with the SERVPRO Time and Materials Rate Schedule on this project. Two breaks and one lunch will be given during each shift. Additionally, in an effort to include a daily accounting of hours and labor on-site, SERVPRO daily crew sheets will be submitted to all interested parties.
- Consumables not listed on the SERVPRO Time and Materials Rate Schedule will be billed at a Cost plus overhead (10%) and profit (10%).
- All Equipment will be billed in accordance with the SERVPRO Time & Materials Rate Schedule on this project. Equipment and Resource Management will be brought in before General Labor crews to ensure all equipment is set up and in place for General Labor to begin restoration services.
- All receipts and invoices will be provided for your review with our final invoice package. Subcontract Expenses will be billed at a cost plus overhead (10%) and profit (10%).
- Reimbursable Expenses will be billed at a cost plus overhead (10%) and profit (10%).
- SERVPRO will appoint a designated representative for all communication between involved parties. A regular meeting should be held to discuss progress, changes in priorities, or pertinent project information during the mitigation process.
- Customer will conduct quality control inspections during and after completion of work by SERVPRO and upon sign off, it is acknowledged SERVPRO has completed scoped work in said area.
- All SERVPRO workers will adhere to OSHA safety guidelines throughout the project.
- SERVPRO, as scoped, will provide all equipment and materials necessary to complete this project, unless otherwise specified.
- All changes in scope will result in the issuance of a change order to increase the budgetary amount, which may or may not result in an increase to the final invoiced amount.
- Any delay outside of SERVPRO's control will result in a change order to increase the budgetary amount which may or may not result in an increase to the final invoiced amount.
- Scope of work to include above listed items and location only.
- Budgetary amount is based on a eight (8) day drying period. Additional drying days could result in an increase of cost.
- Scope does not include reconstruction services, of which can and should be assessed as a separate and/or supplemental addition to our services.
- Scope does not include cleaning of contents, of which can and should be assessed as a separate and/or supplemental addition to our services.
- Scope does not include an electronics restoration or data recovery, of which can and should be assessed as a separate and/or supplemental addition to our services.
- Scope does not include any document drying services, of which can and should be assessed as a separate and/or supplemental addition to our services.
- Scope of work could change based on environmental results as this budget does not include any Air quality testing, mold remediation or asbestos abatement (If required by State laws).
- Budgetary Amount does not include tax.

Labor

SERVPRO will utilize SERVPRO Management and local general labor to complete this project.

Warranty

SERVPRO will provide a two-year warranty on workmanship.

Time Frame

The above scoped project shall be mitigated in the most efficient process possible. We feel we have presented a plan above in which we will be able accommodate the needs of the building and customer within eight to ten (10) days from start date based on approval of proposal.

Client: Hildalgo County

Payment Terms

One-third deposit is due at start of job. One-third is due at three quarters completion. Final payment is due 15 days after customer is provided final invoice. (Paragraph 3 of the attached Commercial Services Agreement overrides any payment terms if different than above).

Conclusion

On behalf of SERVPRO, we want to thank you for the opportunity to provide you with this scope of work and budgetary amount. If there are any questions, please contact Luis Garza at (956) 277-0645/ (956) 207-9887 and email at lgarza@servproharlingensanbenito.com or office@servproharlingensanbenito.com

Respectfully Submitted,
SERVPRO of Harlingen/San Benito

21A Purchasing
Ma

equipment, seized and abandoned and confiscated items while the procurement process is completed subject to legal review as to form and all other statutory and county requirements.

Betsy

2. AI-65510 A. Ratification of issuance of purchase order to The Storage House as a result of the emergency situation created by flood event [resulting in the declarations of local state disaster by County Judge and Governor] in order to mitigate the growth of mold to items/assets exposed to moisture without incurring any further damage to county-owned property;

ok

B. Requesting approval to rent seven (7-5X10) units-\$65.00/each & three (3-10X10) units-\$125.00/each ALL climate controlled on a monthly basis from The Storage House [through Req. and Purchase Order protocol] and the executing of any required documents by County Judge or designee ordered by Commissioners Court.

3. AI-65474 A. Exemption from competitive bidding requirement under Tx LGC 262.024(a)(1)(2)(3) as a direct result of the flooding rains of June 19, 2018 including both local declarations of emergency by County Judge and Governor;

ok

B. Ratification of issuance of Purchase Order to ServPro as a result of the emergency situation created by flood event [resulting in the declarations of local state disaster by County Judge and Governor] in order to mobilize and commence the Water Mitigation Loss without incurring any further damage to county-owned property and protect the health and safety of residents of the County;

B. Requesting approval to contract with ServPro for the Water Mitigation Loss [[through Req. and Purchase Order protocol] more specifically described in the proposal received dated June 25, 2018-SOW in the amount of \$172,709.28 through including the executing of any required documents by County Judge or designee order by Commissioners Court.

Pct. 1

C. Pursuant to contract with ServPro requesting the processing of a down payment of \$60K for the Water Mitigation Loss Services with authority for County Treasurer to issue check

4. AI-65481 Pursuant to existing authority and applicable laws and statutes, acceptance and approval of an Agreement for the Use of City of Weslaco Municipal Courtroom Facility and Office spaces to house HC Pct. #1 operations for a short term due to the flooding event of June 20, 2018.

ok

ops/Pct. 1 staff

5. AI-65490 A. Exemption from competitive bidding requirements under TxLGC 262.024(a)(1)(2)(3) due to flooding event of June 20, 2018 which displaced all the occupants of Pct. #1 office complex;

ok

B. Acceptance and approval for the rental of ~~twenty~~ ^{ten} (20) - thirty (30) cy Roll Off Containers from Republic commencing upon approval of a agenda item through the Requisition and Purchase Order protocol [as vendor will not require an agreement] with an initial thirty day term and continuing on a month to month basis to address the removal of debris as a direct result of the flood event of 06-20-18.

6. AI-65460 A. Requesting authority to purchase through Hidalgo County's participation and membership with U.S. Communities Purchasing Cooperative from their awarded vendor, Trane Contract #15-JLP-023, Quote #03-563407-18-006 for a York Chiller, Model #YS BB BB SO, Serial #SDLM-740000 to include installation [turn-key] during a weekend so as to not have disruption of courthouse functions in the amount of \$113,250.00;

ok

AI-65474
CC - REGULAR

Purchasing Department 21. A. 3.
Hidalgo County

Meeting Date: 07/03/2018

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Exemption from competitive bidding requirement under Tx LGC 262.024(a)(1)(2)(3) as a direct result of the flooding rains of June 19, 2018 including both local declarations of emergency by County Judge and Governor;

B. Ratification of issuance of Purchase Order to ServPro as a result of the emergency situation created by flood event [resulting in the declarations of local state disaster by County Judge and Governor] in order to mobilize and commence the Water Mitigation Loss without incurring any further damage to county-owned property and protect the health and safety of residents of the County;

B. Requesting approval to contract with ServPro for the Water Mitigation Loss [[through Req. and Purchase Order protocol] more specifically described in the proposal received dated June 25, 2018-SOW in the amount of \$172,709.28 through including the executing of any required documents by County Judge or designee order by Commissioners Court.

C. Pursuant to contract with ServPro requesting the processing of a down payment of \$60K for the Water Mitigation Loss Services with authority for County Treasurer to issue check

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2018

ACCT. #: 8-1100-429-60-115-092-0-430

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Refer to PO#782118

*This expense will be covered through Insurance Claim.

Attachments

Statement of Work

Commercial Service Agreement

Local Government Code - 262.024 (a)(1)(2)(3)

Legal Approval

Form 213

HB-1295

PO# 782118

Form Review

Inbox

Reviewed By

Date

Purchasing - Internal
Budget & Management
Final Approval
Form Started By: Marty Salazar
Final Approval Date: 06/29/2018

Marty Salazar
Veronica Ortiz
Monica Salinas

06/29/2018 02:38 PM
06/29/2018 02:40 PM
06/29/2018 06:00 PM
Started On: 06/27/2018 12:11 PM