



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>03/02/2021</u>	Department:	<u>220 - Facilities Management</u>
Contract No.:	<u>Req# 429709</u>	Effective Date:	<u>03/02/2021</u>
Description of Project:	<small>Construction services, for removal of fiber optic cables, equipment and accessories currently located at (New EOC Buildings B & C)</small>		
Awarded Vendor:	<u>Southwestern Bell Telephone Company d/b/a AT&T Texas</u>		
CC Approval on	<u>03/02/2021</u>	AI-	<u>79741</u>

Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Robert Viña
- 3. County Judge's Office – Attn: Richard F. Cortez
- _____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- _____ 5. Purchasing Department – Attn: Hector Garcia ext. 4857

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: Legal Approval



FEBRUARY 19, 2021

RE: CWOTS/CR Number 209427

Dear Leo Gonzales:

This letter is in regards to your request for Southwestern Bell Telephone Company dba AT&T Texas to perform construction services for you. Enclosed please find an Application and Letter of Agreement for Construction Services. This application describes the construction services you have requested along with the associated charges for us to do the work. We require an advance payment on this amount, which is also shown on the application.

Both the **APPLICATION with customer's original signature in ink** and the **ADVANCE PAYMENT** must be received by our office before we can proceed on your behalf with the work. We accept **check payments, as we do not accept credit cards at this time. Checks should be made payable to AT&T.**

Our mailing address for check payments and/or the signed agreement is listed below:

**AT&T- CENTRAL SOUTH CWO
ATTN: LAQUINTHIA COLEMAN
220 WISCONSIN AVE
WAUKESHA, WI 53186
PHONE: 1-855-581-9891**

If you decide not to proceed with this work or have any questions regarding this matter, please contact our business office at **1-855-581-9891** so that we may address your concerns. Please refer to the **CWOTS number** at the top of your application to assist us in locating your file.

Sincerely,

Custom Work Order Department
Southwestern Bell Telephone Company



FILED
 AT 2:00 O'CLOCK P. M.
 MAR 04 2021
 ARTURO GUAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY _____ DEPUTY

CWOTS #: 209427

Page 1 of 4

APPLICATION and LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES

FEBRUARY 19, 2021

CWOTS Number:

209427

Customer Billing Telephone Number:

NA

BILL TO: HIDALGO COUNTY
ATTN: LEO GONZALES
123 W MAHL ST
EDINBURG, TX 78539

WORK SITE LOCATION: 123 W MAHL ST

DESCRIPTION OF CONSTRUCTION SERVICES TO BE PERFORMED: THIS PROJECT COST IS TO REMOVE APPROX. 100 FT OF 24-FIBER OPTIC CABLE (IT WILL BE PULLED OUT OF THE BUILDING), A FIBER TERMINAL, A 50-PAIR COPPER CABLE & AT&T EQUIPMENT LOCATED AT THIS ADDRESS PER THE CUSTOMER'S REQUEST. THIS COST IS FOR CONSTRUCTION AND ENGINEERING LABOR IN REGARD TO AT&T TEXAS FACILITIES ONLY.

LABOR EXPENSE: \$ 3,258.34;

CHARGE FOR CONSTRUCTION SERVICES: **CONTRACT PRICE: \$ 3,258.34**

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Texas (hereafter "SWBT") perform the above-described construction services on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such services plus applicable taxes. The charge(s) will be computed in accordance with Southwestern Bell Telephone Company's ordinary accounting practices and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job

PRICE QUOTE

The price is guaranteed for 60 days from FEBRUARY 19, 2021. If the charges are not accepted within 60 days, the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the price that was originally quoted.

PAYMENT

Applicant agrees to make an advance payment of \$ 3,258.34 prior to commencement of the work. Charges for construction services and applicable taxes will be billed on a special bill separate from the bill that Applicant receives for telephone service.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and Southwestern Bell Telephone Company will cease all work activity on the project until payment is made.



CWOTS #: 209427
FEBRUARY 19, 2021

Page 2 of 4

When the Applicant agrees to Interval Billing *, the balance of the Contract Price or Actual Cost (as applicable) will be made in monthly payments. If the Actual Cost made varies from the Estimated Cost, then a correcting adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advanced payment as indicated above.

*Applicable to orders over \$25,000 and work will take 6 or more months to complete.

TAXES

Applicant will pay and indemnify SWBT against all sales, use and other taxes (excluding income and franchise taxes), including fees, levies, other similar charges, interest and penalties imposed upon and paid by or assessed on SWBT by reason of its sale and installation of material and provision of construction services under this Application except to the extent a valid tax exemption certificate is provided by Applicant to SWBT prior to the delivery of material and provisioning of construction services.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Central South CWO, 220 Wisconsin Ave; Waukesha, WI 53186**. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone Company, in writing of the cancellation. Southwestern Bell Telephone Company will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone Company, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone Company will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.



CWOTS # : 209427
FEBRUARY 19, 2021

Page 3 of 4

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by Southwestern Bell Telephone Company at the time of this agreement, Southwestern Bell Telephone Company will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell Telephone Company will request such additional funding and/or additional time through a request for a change order.

Conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company, could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, Southwestern Bell Telephone Company is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before Southwestern Bell Telephone Company proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will Southwestern Bell Telephone Company's request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge Southwestern Bell Telephone Company with responsibility for any alleged delay on the project.

NO DAMAGE FOR DELAY

Under no circumstances will Southwestern Bell Telephone Company, be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this agreement for construction services.

TIME TO COMPLETE

Any representation by Southwestern Bell Telephone Company, its agents, servants or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone Company, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone Company's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.



CWOTS #: 209427
FEBRUARY 19, 2021

Page 4 of 4

CHOICE OF LAW AND ARBITRATION

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

Texas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone Company, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

ACCEPTED FOR
CUSTOMER:

ACCEPTED FOR
SOUTHWESTERN BELL TELEPHONE COMPANY:

SIGN
HERE

Richard F. Cortez

Authorized Signature & Title or *County Judge*
Relationship to Company or Individual

Title:

Company: HIDALGO COUNTY

Company: Southwestern Bell Telephone Company

Printed Name: Richard F. Cortez

Printed Name: _____

Date: 3/3/21

Date: _____

APPROVED BY
COMMISSIONERS' COURT
ON: 3/2/21 *mf*

Lease and/ or Service Agreement

Company's Name: AT&T Texas

Department: Facilities Management

Al- 79741 Approval through CC on: 03/02/2021

ATTEST:

By: Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk


Date: _____

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney,

Ricardo Rodriguez, Jr.

By: 

ROBERT VIANA III, Assistant District Attorney

Civil Litigation Division