

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT  
C-07-025-05-15**

THIS CONTRACT is made and entered into this 15th day of May, 20075 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and Air-Plus Heating & Cooling, Inc., a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "Purchase and Disposal of Window Air Conditioning Units" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); 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 agree that this Contract is entered into in order to provide the Services to Hidalgo County Community Service Agency for "Purchase and Disposal of Window Air Conditioning Units". 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 Community Agency** following a request for Services by the **Executive Director** 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 from **May 15, 2007** and ending **May 15, 2008** and may be extended for an additional for four (4) years one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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  
Edinburg, Texas 78539**

If to Company: **Air-Plus Heating & Cooling, Inc.  
Attn: Leocadio Guerrero  
711 E. Wisconsin Rd.  
Edinburg, Texas 78539**

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 either party 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.

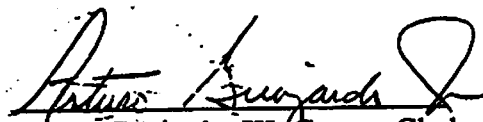
**Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, 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).

WITNESS our hands in duplicate originals this \_\_\_ day of \_\_\_\_\_ 2007

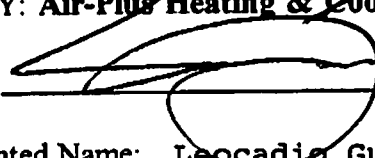
COUNTY OF HIDALGO

By:   
Juan D. Salinas, III, County Judge

ATTEST:

  
Arturo Guajardo, III, County Clerk

COMPANY: **Air-Plus Heating & Cooling, Inc.**


By: 

Printed Name: Leopoldo Guerrero

Title: President

Approved on Commissioners' Court May 15, 2007

APPROVED AS TO FORM  
Atlas & Hall, L.L.P.

By: 

**EXHIBIT “A”  
SPECIFICATIONS**

## EXHIBIT "A"

### COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY Purchase and Disposal of Window Air Conditioning Units Proposal No. 07-025-02-07-jmt

#### SERVICE DELIVERY TERMS AND CONDITIONS AND PRODUCT AND SERVICE SPECIFICATIONS

CHCSA is seeking one (1) qualified contractor to provide equipment in particular window air conditioning units and/or services in repairing and/or cleaning of window air conditioning units in eligible low-income dwellings throughout Hidalgo County. These services are delivered pursuant to the CEAP Program and are designed to lower utility usage and promote energy conservation.

A contract, if any, awarded pursuant to this solicitation may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise this Option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of four years.

Funds for a contract, if any, resulting from this solicitation have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the United States Department of Health and Human Services. Services under this program are contingent on CHCSA's receipt of CEAP Program funds.

Delivery of all window units specified in this proposal shall be made to the CHCSA main Office, 2524 N. Clossner, Edinburg, Tx

Delivery of all equipment and services specified in this proposal shall be made within 10 working days (defined as Monday through Friday except for Federal or State Holidays) or time agreed upon by said contractor and CHCSA. Exceptions to this requirement shall be allowed only in the event of unforeseeable circumstances as approved by CHCSA (these events must be documented and provided to CHCSA designated program staff).

**Payment for Products/Services:** There shall be no advance payment for products delivered and/or services provided for the successful proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall normally be made 30 to 60 days from date of service and agency approval.

All repairs, disposals and any other services provided pursuant to this solicitation must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Proposers shall be responsible for obtaining any required permits and payment of any required payment fee, as applicable.

All repairs and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date.

The successful proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. malfunctioning window units where elderly, infirm clients or children under 6 reside in the household), the successful bidder shall be required to provide warranty work within 24 hours of notification

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY  
Purchase and Disposal of Window Air Conditioning Units  
Proposal No. 07-025-02-07-jmt

PAYMENT PROCEDURES AND GUIDELINES

**THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY REQUIRES COMPLIANCE TO THE FOLLOWING GUIDELINES AND PROCEDURES BEFORE PURCHASE ORDERS WILL BE ISSUED TO THE VENDOR:**

- 1) No client shall be excluded from participation due to age, color, religion, sex, national origin, age, handicap, political affiliation or belief.
- 2) Must not accept any gifts, monetary or otherwise, from clients.
- 3) Will accept CHCSA purchase order as authorization and obligation of payment and only for the amount stated on the purchase order.
- 4) Will not alter the amount on purchase order without the prior approval from CHCSA.
- 5) Will contact CHCSA for prior approval should any additional repairs, replacement, size changes, etc. be required or forfeit payment if work is conducted without CHCSA prior approval.
- 6) Will deliver the window air conditioning units and heat pumps to CHCSA within 10 days of purchase order date.
- 7) Will pick up at CHCSA's main office and dispose of old window air conditioning units and window heat pump units.
- 8) Will submit itemized billing of actual work performed with corresponding documentation. For audit purposes, billing must include:
  - A) Name and address of vendor
  - B) Name of Agency
  - C) Date(s) equipment was delivered to CHCSA
  - D) Detail description equipment delivered
  - E) CHCSA purchase order number
  - F) Billing total amount
- 9) Direct all purchase orders to include billings/invoices to County of Hidalgo Community Service Agency, P.O. Box 204 Edinburg, Texas 78540. The address has been provided on the purchase order.
- 10) Submittal of purchase orders will be at contractor's discretion, keeping in mind that equipment must be delivered or disposed within 10 days as of date of purchase order.

**EXHIBIT “B”  
FEE SCHEDULE**

EXHIBIT "B" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY  
 Purchase and Disposal of Window Air Conditioning Units  
 Proposal No. 07-025-02-07-jmt

**A. Window Air Conditioning Units**

Appliance	Window Unit	Quantity	Grand Total
1. 5,000 BTU 110V	\$ <u>243.00</u>	X 50	= \$ <u>12,150.00</u>
2. 6,000 BTU 110V	\$ <u>325.00</u>	X 30	= \$ <u>9,750.00</u>
3. 8,000 BTU 110V	\$ <u>356.00</u>	X 10	= \$ <u>3,560.00</u>
4. 10,000 BTU 110V	\$ <u>529.00</u>	X 5	= \$ <u>2,645.00</u>
5. 12,000 BTU 110V	\$ <u>558.00</u>	X 5	= \$ <u>2,790.00</u>
6. 15,000 BTU 220V	\$ <u>680.00</u>	X 5	= \$ <u>3,400.00</u>
7. 18,000 BTU 220V	\$ <u>710.00</u>	X 5	= \$ <u>3,550.00</u>

\*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Total for Section A & B Items 1-8	Equipment \$ <u>3,401.00</u>	Grand Total \$ <u>37,845.00</u>
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EXHIBIT "B" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY  
 Purchase and Disposal of Window Air Conditioning Units  
 Proposal No. 07-025-02-07-jmt

**C. Disposal of Old Window Air Conditioning Units**

Appliance	Labor	Quantity*	Grand Total
1. Window Air Conditioning Unit/Heat Pump	\$ <u>35.00</u>	X 100	= \$ <u>3,500.00</u>

\*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

Total for Section C Item 1	Labor \$ <u>35.00</u>	Grand Total \$ <u>3,500.00</u>
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EXHIBIT "B" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY  
Purchase and Disposal of Window Air Conditioning Units  
Proposal No. 07-025-02-07-jmt

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units  
Item #1-7

Section A Grand Total \$ 37,845.00

Disposal of Old Window AC Units/Heat Pumps  
Item # 1

Section B Grand Total \$ 3,500.00

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Total Price

Section A-B Grand Total \$ 41,435.00  
Please ensure totals per section are correct.

These prices are quoted for all the following counties in our service area: Hidalgo

Contractor Signature: \_\_\_\_\_

Date: 02-06-07

**EXHIBIT “C”  
INSURANCE**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 02/05/2007
<b>PRODUCER</b> HOOPER & HINES INS. P.O. BOX 651506 Dallas TX 75356-1506 (214) 327-6377	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Air-Plus "Heating & Cooling" Inc. 711 E. Wisconsin Road Edinburg TX 78539-0000	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: American Mercury INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>     

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LMT APPLIES PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	TAR7033325-01	10/21/2006	10/21/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$ 100,000 MED EXP (Adv. for insured) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAMS MADE  <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (See Code for more details)				WC STATE TOCL LIMITS <input type="checkbox"/> <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. SICKNESS - 90 EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 LEOCADIO GUERRERO - LICENSE # - TA6L8012033C  
 COVERAGE IS AFFORDED FOR HVAC OPERATIONS ONLY.

<b>CERTIFICATE HOLDER</b> COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY 100 E. CANO, 4TH FLOOR ADMIN. BUILDING EDINBURG, TX 78539 FAX # 956-880-4324	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/12/07

**PRODUCER**  
 Illb Rogal & Hobbs  
 400 N McColl Rd Suite 105  
 P O Drawer 3785  
 McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 Air Plus Heating & Cooling Inc  
 711 East Wisconsin  
 Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	22945
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF0001174985	12/15/06	12/15/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$500,000
					E.L. DISEASE - EA EMPLOYEE	\$500,000
					E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

County of Hidalgo  
 Community Service Agency  
 P O Box 204  
 Edinburg, Tx 78540

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Brian E Lewis*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11-15-06

**PRODUCER**  
 XAVIER PENA  
 2518 W FREDDY GONZALEZ  
 EDINBURG, TEXAS 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 AIR PLUS HEATING & COOLING  
 711 E WISCONSIN RD  
 EDINBURG, TEXAS 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B: ALLSTATE INS. CO.	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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POLICY NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (See Section 1)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COM/PROP AGG	\$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	048195867	10-12-06	10-12-07	COMBINED SINGLE LIMIT (See Section 1)	\$
					BODILY INJURY (Per person)	\$300,000.00
					BODILY INJURY (Per accident)	\$500,000.00
					PROPERTY DAMAGE (Per accident)	\$100,000.00
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW OTHER				WC STATUTORY LIMITS	TOTL PR
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - %A EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**  
 COUNTY OF HIDALGO  
 COMMUNITY SERVICE AGENCY  
 2424 N CLOSER  
 EDINBURG, TEXAS 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE EFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Xavier Pena*



# AIR CONDITIONING AND REFRIGERATION CONTRACTORS LICENSE

LICENSE NUMBER  
TACLB012033C

LEOCADIO GUERRERO

## ADDRESS

3307 SOUTH BUSINESS 281  
EDINBURG, TX 78539

## BUSINESS AFFILIATION

AIR PLUS HEATING & COOLING  
3307 SOUTH BUSINESS 281  
EDINBURG, TX 78539

## CLASS

BBBBBBB  
BB BB  
BB BB  
BB BB  
BBBBBBB  
BB BB  
BB BB  
BB BB  
BBBBBBB

This license is affiliated with the above business and may not  
simultaneously be assigned to any other business.  
The license holder must be an employee or owner of the business.

## ENDORSEMENTS

ENVIRONMENTAL AIR CONDITIONING AND  
COMMERCIAL REFRIGERATION/PROCESS  
COOLING & HEATING

ISSUED BY THE  
TEXAS DEPARTMENT OF LICENSING AND REGULATION  
P.O. BOX 12157  
AUSTIN, TEXAS 78711

DATE ISSUED: NOVEMBER 6TH, 1998

*Rachelle A. Martin*  
Rachelle A. Martin, Executive Director

EXPIRES: NOVEMBER 6TH, 2001

No. 47915

# State of Texas

## Historically Underutilized Business Certification and Compliance Program



The Texas Building & Procurement Commission (TBPC),  
hereby certifies that

### AIR-PLUS HEATING & COOLING, INC.

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB)  
Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 21-MAY-2003, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the TBPC's HUB program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Certificate/ID Number: 1742909990000  
File/Vendor Number: 29544  
Approval Date: 12-MAY-2003  
Expiration Date: 12-MAY-2007

Paul A. Gibson  
HUB Certification & Compliance Supervisor  
Texas Building & Procurement Commission  
(512) 305-6071

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/ID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.tbpc.state.tx.us>) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 863-5881 or (512) 463-5872.

**CERTIFIED RESIDENTIAL AND LIGHT COMMERCIAL  
AIR BALANCING AND DIAGNOSTIC TECHNICIAN**

**LEOCADIO GUERRERO**

Has successfully participated in the training and passed a required written examination by the

***NATIONAL BALANCING INSTITUTE***

to perform HVAC airflow diagnostics and air balancing for residential  
and light commercial systems according to NBI standards and practices.

February 27, 2002



A handwritten signature in black ink, appearing to read "Rob Falke", written over a horizontal line.

Rob Falke, National Balancing Institute

INDOOR AIR QUALITY ASSOCIATION

2005 INDIVIDUAL MEMBERSHIP CERTIFICATE

THIS DOCUMENT IS TO CERTIFY THAT

**Leo Guerrero**

Membership ID #2511

IS A MEMBER IN GOOD STANDING AND ENTITLED TO ALL RIGHTS & PRIVILEGES OF ASSOCIATION MEMBERSHIP



A handwritten signature in black ink, appearing to read "G. Fellman".

Glenn E. Fellman, Executive Director