

## Martha Salazar

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**From:** Daniel Flores [daniel.flores@co.hidalgo.tx.us]  
**Sent:** Thursday, May 01, 2008 5:00 PM  
**To:** Valde  
**Cc:** Martha Salazar; Roy Quintanilha; Oscar Garza  
**Subject:** courthouse chiller

The older chiller is leaking water and had to be shut down. Toromont our contractor has been called and had advised that the o'rings must to be changed. I must advise everyone that the Courthouse will be functioning on one chiller only for approximately 2 weeks depending on the parts availability. The possibility of an external portable chiller is possible if current chiller doesn't handle the load.

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-06-120A-05-30**

THIS CONTRACT is made and entered into this 30<sup>th</sup> day of **May, 2006** by and between the **County of Hidalgo, Texas** ("County"), and **Toromont Energy Systems, Inc., a Delaware Corporation**("Company")(**Primary Vendor**)

WHEREAS, Company responded to request for bids for "**Service and Repair of all HVAC Equipment**" (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 Service to locations within Hidalgo County for "**Service and Repair of all HVAC Equipment**" . 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

**HIDALGO COUNTY BUILDING AND GROUNDS**  
**“Service and Repairs of all HVAC Equipment”**  
**Bid No.: 06-120-05-17-jmt**

**SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS**

**Scope of Services:**

The requirements service and repairs contract will encompass all services project-related Chillers, Regular HVAC Equipment and delivery parts to the Hidalgo County including, but not limited to, the following:

**Requirements:**

- The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site.
- Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.
- All repair services and parts (with mark up rate), will be on an “As-Needed Basis Only” There is no guaranteed annual volume, for either services or parts.
- Vendor will provide original equipment manufacturer (OEM) repair parts.
- Vendor must have sufficient Certified HVAC personnel staff, with a minimum of four (4) years experience, assignee to Hidalgo County service contract. The County requires a minimum of two certified HVAC personnel and at least two assistants.
- Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
- In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Building and Grounds Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.
- Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendors’s ability.
- All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- 1. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
- Vendor shall possess at the time of opening of the RFB all necessary permits of licenses required for the sale of these products and/or services. This section will contain any licenses, certifications and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.
- Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in:  
**Insurance Requirements: See Exhibit “C” attached hereto.**

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2005.

Approved by Commissioners Court on, May 30, 2006

APPROVED AS TO FORM:

By: Atlas & Hall, LLP  
AH  
Atlas & Hall, LLP

ATTEST:

Eddie Trevino  
EDDIE TREVINO, County Clerk

COUNTY OF HIDALGO

By: Ramon Garcia  
Ramon Garcia, County Judge

Approved by Commissioners Court  
5-30-06

COMPANY: Toromont Energy Systems, Inc.

By: Leonel Laurel  
Printed Name: LEONEL LAUREL  
Title: Account REPRESENT.



PURCHASING DEPARTMENT  
County Of Hidalgo

June 27, 2007

Mr. Leonel Laural  
Toromont Energy systems, Inc.  
PO Box 260910  
Corpus Christi, Texas 78426

Dear Mr. Laural:

Please let this letter serve as an official notice of action taken by the Hidalgo County Commissioners' Court on June 25, 2007, your company was approved for an additional year on your contract for "**Service & Repair of all HVAC Equipment**" ( which will expire on 07/13/2008) under the same rates, terms and conditions

Thank you in advance for your cooperation to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mary A. Maldonado".

Mary A. Maldonado  
Contract Manager



April 30, 2008

Daniel Flores  
100 East Cano  
Edinburg, TX. 78539

Reference: QS280188 150 Ton Rental Chiller

Toromont Energy Systems is pleased to provide a proposal for the rental of a 150 ton Rental Chiller and Chilled Water Circulating Pump

Labor and materials to be performed on the above scope of work **Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) per week.**

This quoted price is firm for a period of thirty (30) days.

Exclusions: Time or expense affected by any revisions to the original project scope of work, local fees, taxes, freight, or overtime hours.

Thanks for allowing us the opportunity to bid on this project.  
If you have any questions please feel free to contact me at (361)-244-2444.  
Sincerely,

A handwritten signature in black ink that reads "Michael Kaestner".

Michael Kaestner  
Corpus Christi Operations  
Toromont Energy Systems Inc

Toromont Energy Systems, Inc.  
12015 Barker Cypress  
Cypress, Texas 77433

800 344-7889 Main 281 345-9300 Fax 281 345-7512  
Texas License TACLA 00014047C

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-465-6599