

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HIDALGO   §

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

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 **Johnson Controls, Incorporation, a Texas Corporation**("Company")(Secondary 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 accordance with the Specifications within **Hidalgo County** following a request for Services by the 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 for a period beginning **July 13 , 2006** and ending **July 13, 2007** with the County's option to renew one (1) additional year (12 months) based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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                   **Johnson Controls, Inc.**  
  **Attn: Mr. Brant Pate**  
  **117 Airport Rd.**  
  **Corpus Christi, Texas 78405**

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 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.

15. 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.

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  
Atlas & Hall, LLP

ATTEST:

Eddie Trevino  
EDDIE TREVINO, County Clerk

COUNTY OF HIDALGO

By: Ramon Garcia  
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 5-30-06 ah

COMPANY: Johnson Control, Inc.

By: BRANT PAIR  
Printed Name: BRANT PAIR  
Title: SSR

**EXHIBIT “A”  
SPECIFICATIONS**

# EXHIBIT "A"

## 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:**

1. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site.
2. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.
3. 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.
4. Vendor will provide original equipment manufacturer (OEM) repair parts.
5. 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.
6. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
7. 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.
8. 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.
- ~~9. 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.~~
10. 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.
11. 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.
12. 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.**

**EXHIBIT“B”**  
**VENDOR’S RESPONSE**

EXHIBIT "B"

BID FORM

HIDALGO COUNTY - BUILDING AND GROUNDS

"Service and Repairs of all HVAC Equipment"

Bid No.: 06-120-05-17-jmt

THE REPAIR CONTRACT WILL BE FOR HOURLY/TIME REPAIR RATE UPON ARRIVAL AT THE JOB SITE

I - SERVICING CHILLERS

A. NORMAL BUSINESS HOURS

1. Technician 59.00  
2. Assistant 53.00

B. AFTER HOURS, (Weekends & Holidays)

1. Technician 83.00  
2. Assistant 73.00

C. PARTS:

1. Mark up Rate 30% OFF LIST ON YORK PARTS (+ SHIPPING & HANDLING)

D. WARRANTIES:

1. All PART 1 YEAR (OR) OEM FACTORY WARRANTY

II - SERVICING GENERAL HVAC EQUIPMENT

A. NORMAL BUSINESS HOURS

1. Technician 56.00  
2. Assistant 53.00

B. AFTER HOURS, (Weekends & Holidays)

1. Technician 81.00  
2. Assistant 71.00

C. PARTS :

1. Mark up Rate 30% OFF LIST

D. ALL WARRANTIES:

1. All PARTS 1 YEAR (OR) OEM FACTORY WARRANTY

TIME OF RESPOND:

1. Chillers, within 1 HOUR  
1. Gral. Equip, within \_\_\_\_\_

EMERGENCY EQUIPMENT:

1. Rate 3800.00/WEEK PLUS TRAVEL & SETUP - AIRCROSS CHILLER

BIDDER/COMPANY NAME: YORK - A JCI COMPANY

ADDRESS: 117 AIRPORT RD

CITY: CORPUS CHRISTI STATE: TX ZIP CODE: 78405

PHONE No: (361) 824-9675 FAX No: (361) 824-8341

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: BRANT PATZ

TITLE: SERVICE SALES ACCOUNT EXECUTIVE DATE: 5/14/06

BID FORM

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

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TIME OF RESPOND:

1. Chillers, within 1 HOUR  
1. Gral. Equip, within \_\_\_\_\_

EMERGENCY EQUIPMENT:

1. Rate 3800.00/WEEK PLUS  
FREIGHT + SETUP - AIRCROSS  
CHILLER