

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

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           **Toromont Energy Systems, Inc.  
Attn: Mr. Leonel Laural  
PO Box 260910  
Corpus Christi, Tx 78426**

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 AL

COMPANY: Toromont Energy Systems, Inc.

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

**EXHIBIT "A"**  
**SPECIFICATIONS**

**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**

**Terms & Conditions:**

- Term of contract is for one (1) year period with County's option to extend the contract for an additional year under the same rates terms and conditions.
- County will seek the purchase of parts and service from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.
- County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
- After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo county reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
- Hidalgo County will award to a secondary vendor that will be called under the following circumstances:
  - a) When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
  - b) When the County finds that an additional service provider is required due to simultaneous break downs have occurred.
- Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.
- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.
- In considering a possible extension award the initial Contract, all vendors will be evaluated on their past performance and prior dealings with Hidalgo County (i.e., failure to meet specifications, poor workmanship, late arrivals and/or deliveries, etc.)
- Any contract awarded to a successful bidder will be in effect until:
  - (a) the contract expires
  - (b) delivery acceptance of products and/or performance of services ordered, or
  - (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**EXHIBIT "B"**  
**VENDOR'S RESPONSE**

# BID FORM

## HIDALGO COUNTY - BUILDING AND GROUNDS

### "Service and Repairs of all HVAC Equipment"

#### Bid No.: 06-120-05-17-jnt

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

### I - SERVICING CHILLERS

#### NORMAL BUSINESS HOURS

Technician \$ 59.00 per HR

Assistant \$ 51.00 per HR

#### PARTS:

Mark up Rate 33% From cost

#### B. AFTER HOURS, (Weekends & Holidays)

1. Technician \$ 83.00 per hr

2. Assistant \$ 70.00 per HR

#### D. WARRANTIES:

1. All LABOR 30 Days / 1 year PARTS

### II - SERVICING GENERAL HVAC EQUIPMENT

#### NORMAL BUSINESS HOURS

Technician \$ 55.00 per HR

Assistant \$ 51.00 per HR

#### PARTS:

Mark up Rate 33% From cost

#### B. AFTER HOURS, (Weekends & Holidays)

1. Technician \$ 80.00 per HR

2. Assistant \$ 70.00 per HR

#### D. ALL WARRANTIES:

1. All LABOR 30 Days / 1 year PARTS

#### TIME OF RESPOND:

Chillers, within 2 HRS or less

Genl. Equip, within 2 HRS or less

#### EMERGENCY EQUIPMENT:

1. Rate \$ 2,800.00 week 100 hrs chilled PLUS set up.

BIDDER/COMPANY NAME: TOROMONT Energy Systems

ADDRESS: P.O. Box 260910

CITY: CORPUS CHRISTI STATE: Tx ZIP CODE: 78426

PHONE No: 361-438-6497 (OR) FAX No: 361-387-7044

AUTHORIZED SIGNATURE: Leonel Laurel 409-722-8893

PRINTED NAME: LEONEL LAUREL

TITLE: Account Representative DATE: 5-9-06