

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-020-03-08

THIS CONTRACT is made and entered into this **2nd** day of **April, 2007** by and between the **County of Hidalgo, Texas** ("County"), and **The Oneta Company, Inc, dba Valley Bottle Water Company, A Texas Company**("Company").

WHEREAS, Company responded to request for bids for **“Drinking and/or Spring Bottled Water Service”** (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 **“Drinking and/or Spring Bottled Water Service”** . 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 of three (3) years beginning **April 02, 2007** and ending **April 01, 2010** and may be extended at the sole discretion of County for an additional ninety (90) days, 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.

6. 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.

7. 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.

8. 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 **The Oneta Company Inc. dba Valley Bottle Water Company**
Attention: George L. Tanner, General Manager
109 N. FM 509
Harlingen, Texas 78550

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.

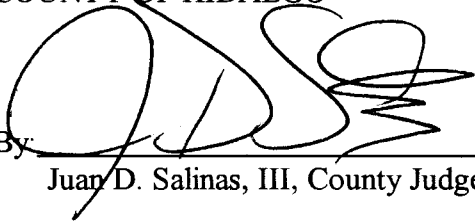
14. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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.

16. 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).

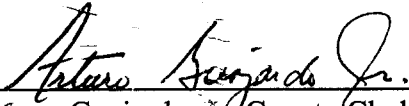
WITNESS our hands in duplicate originals this ____ day of _____, 2007.

COUNTY OF HIDALGO

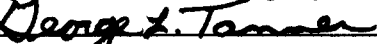
By: 

Juan D. Salinas, III, County Judge

ATTEST:

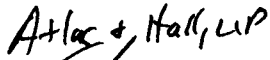



Arturo Guajardo, Jr. County Clerk

COMPANY: The Oneta Company, Inc. dba
Valley Bottle Water Company
By: 
Printed Name: GEORGE L. TANNER
Title: GENERAL MANAGER

Approved by Commissioners Court on, March 08, 2007

APPROVED AS TO FORM:


By: 

Atlas & Hall, LLP

**EXHIBIT “A”
SPECIFICATIONS**

HIDALGO COUNTY
“DRINKING AND/OR SPRING BOTTLED
WATER SERVICE”

Bid No: 2007-20-02-28-otm

SPECIFICATIONS:

OVERVIEW:

Hidalgo County is accepting bid(s) from qualified bidders to provide goods/services for Hidalgo County on an “as needed basis” for **DRINKING AND/OR SPRING BOTTLED WATER SERVICE** including (all) required hardware and support. This service will be utilized by various offices within Hidalgo County.

TERMS

- 1) **Drinking and/or Spring Bottle Water/Rental Service Contract** term will be for three (3) years with County’s sole discretion to extend the contract for an additional ninety (90) days under the same rates, terms and conditions.
- 2) The Bidder who is awarded will ensure that all water dispensers are working properly before and after delivery and will provide maintenance and/or replacement service in accordance with the contract.
- 3) Any contract award to a successful bidder will be in effect until (a) the contract expires; (b) delivery and acceptance of products, and/or performance of services ordered; or (c) terminated by County with thirty day’s written prior to cancellation.
- 4) Bids must be submitted by and will be opened at **9:30 a.m., Wednesday, February 28, 2007** in the conference room located on the fourth (4th) floor of the County Administration Building, 100 E. Cano, Edinburg, Texas.
- 5) Detailed specifications are included. Compliance with all specifications and conditions are required.
- 6) Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioner’s Court action and to award the bid most advantageous to the County.
- 7) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- 8) No substitutes will be accepted after item(s) have been awarded as specified.
- 9) Hidalgo County reserves the right to continue this bid for an additional ninety (90) day “Grace Period” at the end of the contract term for unforeseen delay in the award of a new bid for next contract term.
- 10) To expedite evaluation of the bid. It is mandatory that Hidalgo County forms be used to submit pricing information.
- 11) The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

**HIDALGO COUNTY
 "DRINKING AND/OR SPRING BOTTLED
 WATER SERVICE"**

Bid No: 2007-20-02-28-otm

BID PAGE

VENDOR MUST COMPLETE THE FOLLOWING

PART I - ITEM DESCRIPTION	
Drinking and/or Spring Water 5 - Gallon Bottles	
Drinking Water	\$
Spring Water	\$
Drinking and/or Spring Water 1 - Gallon Bottles	
Drinking Water	\$
Spring Water	\$
16 oz. (__ bottles / per case)	\$

PART II - ITEM DESCRIPTION		
WATER DISPENSERS		
MONTHLY DISPENSER RENTAL		
Room Temperature	\$	Approximate Size: height _____ width _____ weight _____ depth _____
Cold	\$	Approximate Size: height _____ width _____ weight _____ depth _____
Hot/Cold	\$	Approximate Size: height _____ width _____ weight _____ depth _____

OPTIONAL SUPPLIES	
4 oz. Conical Drinking Cups	\$
4.5 oz. Conical Drinking Cups	\$
9 oz. Flat Bottom Cups	\$
Adjustable Water Cup Dispensers	\$

**EXHIBIT “B”
PAYMENT SCHEDULE**

HIDALGO COUNTY
"DRINKING AND/OR SPRING BOTTLED
WATER SERVICE"

Bid No: 2007-20-02-28-otm

BID PAGE

VENDOR MUST COMPLETE THE FOLLOWING

PART I - ITEM DESCRIPTION	
Drinking and/or Spring Water 5 - Gallon Bottles	
Drinking Water + POLAR	\$ 2.75 *2.75
Spring Water	\$ 3.75
Drinking and/or Spring Water 1 - Gallon Bottles	
Drinking Water 4/19AL. + 6/19AL.	\$ 2.40 *3.60
Spring Water 4/19AL. + 6/19AL.	\$ 3.60 *5.40
16 oz. (24 bottles / per case)	\$ 6.00

PART II - ITEM DESCRIPTION		
WATER DISPENSERS		
MONTHLY DISPENSER RENTAL		
Room Temperature	\$ 2.00	Approximate Size: height 38" width 12" weight 27.0 lbs depth 13"
Cold	\$ 2.00	Approximate Size: height 38" width 12" weight 27.0 lbs depth 13"
Hot/Cold	\$ 3.00	Approximate Size: height 38" width 12" weight 29.0 lbs depth 13"

OPTIONAL SUPPLIES	
4 oz. Conical Drinking Cups	\$ 2.25
.5 oz. Conical Drinking Cups	\$ N/A
9 oz. Flat Bottom Cups	\$ 2.25
Adjustable Water Cup Dispensers	\$ NO CHARGE

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2007

PRODUCER Joe N. Pratt Insurance
P.O. Box 3708
5606 N. Navarro # 306
Victoria TX 77903
(361) 576-2186

INSURED The Oneta Company, Inc
dba: Valley Bottle Water
1401 S. Padre Island Drive
Corpus Christi, TX 78416-

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.

INSURERS AFFORDING COVERAGE NAIC #

INSURER A: STONINGTON INSURANCE COMPANY
INSURER B: GREAT AMERICAN INSURANCE COMPANY
INSURER C: TEXAS MUTUAL INSURANCE COMPANY
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 LTR ISSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	WHSP0010492-01	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	WHSP0010492-01	04/01/2006	04/01/2007	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION \$ 10,000	TUU557810801	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF0001142873-2006	04/01/2006	04/01/2007	X WC STATU-TORY LIMITS... OTH-ER 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

HIDALGO COUNTY AUDITOR
ATTN: MARY MALDONADO, CONTRACTS MANAGER
P.O. BOX 689
EDINBURG TX 78540-0689

CANCELLATION AI 004779

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.

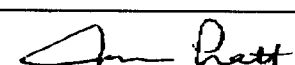
AUTHORIZED REPRESENTATIVE 

EXHIBIT “D” LICENSES

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

In place of a resale or exemption certificate. You will be required to have a valid resale exemption certificate on file.

You must obtain a new permit if there is a change of ownership, location, or business location name.

LOCATION NAME, and PHYSICAL LOCATION

ONETA COMPANY
ONETA COMPANY
1405 PADRE
CORPUS CHRISTI

TX 78416

Type of permit	SALES AND USE TAX
Taxpayer number	1-74-1929308-3
Outlet number	00001
First business date	01/01/1978

SIC CODE: 2081
Bottled and carbonated waters
SHOW THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

Carbónated Waters
EFF: 01/01/1978
EFF: 01/01/1978

Carole Keeton Rylander
CAROLE KEETON RYLANDER
Comptroller of Public Accounts



TEXAS DEPARTMENT OF STATE HEALTH SERVICES REGULATORY LICENSING UNIT



ONETA CO DBA
VALLEY BOTTLE WATER CO
109 FM. 509 N
HARLINGEN, TX 78550

Pursuant to Health and safety Code Chapter 431, Texas Health and Safety Code (Food, Drug, Device, and Cosmetic Act) and Title 25 of the Texas Administrative Code, and in reliance on statements and representations made by licensee, the licensee shall be subject to all applicable rules, regulations and orders of the Texas Department of State Health Services now or hereafter in effect. The above licensee is authorized to engage in the following activities:

FOOD WAREHOUSE

LICENSE #: 0029248

EXPIRES: March 07, 2009

David L. ...
Commissioner

417247