

March 21, 2024

## City of Mercedes

### ADDENDUM NO. 2024 – 004 (A)

Request for Proposals for  
**HVAC Maintenance and Repairs**

**Prospective Proposers and all concerned are hereby notified of the following changes in the Request for Proposals document for the above-listed RFP. These changes shall be incorporated in and shall become an integral part of the RFP documents.**

1. The City of Mercedes is seeking vendors to be on a rotation for HVAC maintenance and repairs as needed.
2. Included are the specifications and sample contract with requirements.
3. The deadline to submit the RFP has been changed to April 4, 2024 at 3:00 pm.

If you need additional clarification, you may contact Reynaldo Alegria at (956) 565-3114 ext. 701, Email: [r Alegria@cityofmercedes.com](mailto:r Alegria@cityofmercedes.com) and cc'd Rey Trevino at [rtrevino@cityofmercedes.com](mailto:rtrevino@cityofmercedes.com).

End of Addendum

### #3 SITE INFORMATION

	ADDRESS	HVAC UNITS #	MINI-SPLIT	25TON
MERCEDES CITY HALL	400 S. OHIO	4	1	
MERCEDES PARKS AND RECREATION	701 MATHES ST.	3		1
MERCEDES SAFE DOME	1202 N. VERMONT	10		
MERCEDES POLICE DEPARTMENT	316 S OHIO	4		
MERCEDES FIRE DEPARTMENT	323 S OHIO	4	1	
MERCEDES PUBLIC LIBRARY	434 S OHIO	7		
CIVIC CENTER	530 E. 2ND	4		
PORTABLE BUILDING	2314 N FM 491	3		
PUBLIC WORKS	2314 N FM 491	2	1	
PUBLIC WORKS WAREHOUSE	2314 N FM 491	1		
		SOME UNIT MANUFACTORS ARE:		
		AAON		
		COLEMAN		
		BOSCH		
		RHEEM		
		TRANE		

**RESPONSE TIME FOR DIAGNOSIS AND/OR REPAIR**

PRIORITY-1.) WITHIN 4 HOURS TIME- EX. EMERGENCY OR WEEKEND

PRIORITY-2.) UP TO 1 DAY RESPONSE TIME

PRIORITY-3.) UP TO 3 DAYS RESPONSE TIME

PLEASE SPECIFY IF IT FOR WEEKDAY SERVICES OR FOR 24/7 AND HOLIDAY SERVICES

# **VENDOR QUALIFICATIONS**

## **REQUIREMENTS:**

BUSINESS LICENSE

HVAC LICENSE

CERTIFICATIONS

INSURANCE COVERAGE

BONDING REQUIREMENTS

SERVICE CALL CHARGES

HOURLY RATE

OVERTIME RATE

MAINTENANCE FEES

WARRANTY ON LABOR AND PARTS

ESTIMATED RESPONSE TIME

ANY RESTRICTIONS

## **City of Mercedes Air Conditioning Repair Services Contract**

This Air Conditioning Repair Services Contract (the "Contract") is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the "Effective Date") between the City of Mercedes, a municipal corporation of the State of Texas, hereinafter referred to as the "City," acting by and through its City Manager or his designee and [Contractor Name], a business entity organized and existing under the laws of [Contractor's Jurisdiction] with its principal place of business at [Contractor Address] (the "Contractor").

WITNESSETH:

WHEREAS, CITY desires assistance in the assessment and repairs of the City's AC systems, hereinafter referred to as the "Work".

WHEREAS, CONTRACTOR is qualified and capable of performing the AC services proposed herein and is willing to enter into this Contract with CITY to perform said services; NOW THEREFORE,

In consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

### **1. Scope of Work**

1.1 The Contractor agrees to provide air conditioning repair services as described in Exhibit A attached to this Contract (the "Work"), in strict accordance with applicable specifications, codes, regulations, and industry best practices.

1.2 The Work includes but is not limited to the following:

- Troubleshooting and diagnosing AC system issues.
- Repair or replacement of defective components, electrical parts, motors, compressors, fans, or other AC system elements.
- Recharging refrigerant and ensuring proper cooling efficiency.
- Routine maintenance, including cleaning, lubrication, and inspection of AC systems to prevent breakdowns and optimize performance.
- Compliance with all applicable safety regulations and industry standards.

1.3 The City shall provide the Contractor with the necessary information, plans, and specifications required to complete the Work. This will include a notice to proceed with detailed scope of work for each project. Each project will also include an agreed cost estimates for completion of task.

### **2. Term**

2.1 This Contract shall commence on the Effective Date and shall continue for one year, subject to extension or termination as provided in this Contract.

### **3. Payment for services**

- 3.1 The City shall compensate the Contractor for the Work performed based on the rates and payment terms as outlined in Exhibit B attached to this Contract.
- 3.2 The Contractor shall submit detailed invoices to the City for completed Work, including any applicable taxes, accompanied by supporting documentation as required by the City's accounting procedures.
- 3.3 The Contractor shall submit all detailed invoices to the City of Mercedes purchasing department at [invoices@cityofmercedes.com](mailto:invoices@cityofmercedes.com).
- 3.4 Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to CONTRACTOR when CONTRACTOR is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONTRACTOR is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

### **4. Insurance**

- 4.1 The Contractor shall at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the CONTRACTOR allow any sub- Contractor to commence work on its own subcontract until all similar insurance of the sub- Contractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis, except as may be otherwise provided herein below. The insurance requirements shall remain in effect throughout the term of this Contract.
  1. Worker's Compensation Insurance, as required by law; with the policy endorsed to provide a waiver of subrogation as to the CITY, Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease-each employee, \$1,000,000 disease- policy limit.
  2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring CONTRACTOR's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
  3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.
  4. Professional Liability Insurance: CONTRACTOR shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance.

Limits of liability shall be \$1,000,000 per claim. The coverage under this policy shall include a contractual liability endorsement. CONTRACTOR must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

4.2 Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
2. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

City Manager  
400 S. Ohio Ave.  
P.O Box 837  
Mercedes, TX 78570

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

4.3 Concerning insurance to be furnished by CONTRACTOR, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by CONTRACTOR. The CITY's decision thereon shall be final; and,
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas.

4.4 CONTRACTOR agrees to the following:

1. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against

- CITY, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONTRACTOR;
  3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONTRACTOR (or any sub-Contractors) shall not relieve CONTRACTOR of full responsibility or liability, if any, for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONTRACTOR from liability;
  4. No special payments shall be made for any insurance that CONTRACTOR and subcontractors, if any, are required to carry; all are included in the contract price and the contract unit prices; and
  5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

#### **5. Character and Extent of Contractor Services**

- 5.1 The CONTRACTOR will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering or landscape architectural profession(s), both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONTRACTOR is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONTRACTOR agrees to perform those special expertise services to the appropriate local, regional and national professional standards. CONTRACTOR will provide professional services necessary for the work described in Exhibit "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Exhibit "A" the terms and conditions of this Contractor Services Contract shall be final and binding upon both parties hereto.
- 5.2 It is agreed and understood that this Contract contemplates the full and complete structural services for the Project including changes necessary to complete the Project as outlined herein. CONTRACTOR acknowledges by the execution of this Contract that all contingencies known to CONTRACTOR and CITY at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. CONTRACTOR will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data CONTRACTOR is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.



5.2 The Contractor shall be solely responsible for all costs and expenses incurred in performing the Work, including but not limited to equipment, tools, materials, and labor.

5.3 The Contractor shall provide proof of required licenses and permits.

## **6. Termination**

6.1 This contract may be terminated at any time by CITY for any cause without penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by CITY, CONTRACTOR shall immediately discontinue all services and CONTRACTOR shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed but not paid for under this contract to the date of termination. CITY shall then pay CONTRACTOR promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by CITY.

6.2 This contract may be terminated by CONTRACTOR with mutual consent of CITY with 30 day written notice for any cause without penalty or liability except as may otherwise be specified herein. CONTRACTOR shall submit written notice to terminate contract and shall submit to CITY all plans and documents relative to the Project. CITY shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, CITY shall retain all unpaid balances and, in addition, CONTRACTOR shall pay directly to CITY the difference in the unpaid balance and the cost to complete the work. In no case shall CITY pay CONTRACTOR any additional monies other than those previously paid under the contract.

## **7. Governing Law and Dispute Resolution**

7.1 This Contract is entered into subject to the Mercedes City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Hidalgo County, Texas, for all purposes, including performance and execution.

7.2 Any dispute arising out of or relating to this Contract shall be resolved through negotiation in good faith. If the parties fail to reach a resolution through negotiation, the dispute shall be resolved through mediation, as agreed upon by the parties.

## **8. Contractor's Coordination with City**

8.1 CONTRACTOR shall be available for conferences with CITY so that Project can be designed with the full benefit of CITY'S experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to CONTRACTOR all existing plans, maps, field notes, and other data in its possession relative to the Project. CONTRACTOR may show justification to CITY for changes in design from CITY standards due to the judgement of said CONTRACTOR of a

cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision as to any changes after appropriate request by CONTRACTOR.

### **9. Monies Withheld**

9.1 When City has reasonable grounds for believing that:

1. CONTRACTOR will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
2. A claim exists or will exist against CONTRACTOR or CITY arising out of the negligence of the CONTRACTOR or the CONTRACTOR'S breach of any provision of this contract; then CITY may withhold payment of any amount otherwise due and payable to CONTRACTOR under this contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to CONTRACTOR, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY'S failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

### **10. No Damages for Delays**

10.1 Notwithstanding any other provision of this contract, CONTRACTOR shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

### **11. Entire Agreement**

11.1 This Contract, along with its attached exhibits, constitutes the entire agreement between the City and the Contractor, superseding all prior or contemporaneous agreements, understandings, and representations.

### **12. No Third-Party Beneficiary**

12.1 For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONTRACTOR) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or CONTRACTOR or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONTRACTOR.

### **13. Successors and Assigns**

13.1 CITY and CONTRACTOR each bind themselves, their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

#### **14. Contractor's Liability**

14.1 Acceptance of the final plans by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents or Contractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, working drawings, specifications or other documents prepared by said CONTRACTOR, its employees, subcontractors, agents and Contractors.

#### **15. Indemnification**

15.1 CONTRACTOR does hereby covenant and contract to indemnify and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of CONTRACTOR as well as any negligent omission, act or error of CONTRACTOR, its officials, officers, agents, employees and invitees, or other persons for whom CONTRACTOR is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of CONTRACTOR and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of CONTRACTOR or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or CONTRACTOR.

15.2 The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.094 and shall be construed to that effect. The CONTRACTOR as allowed by Texas Local Gov't Code Sec. 271.084 will still name CITY as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

#### **16. Severability**

16.1 If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **17. Independent Contractor**

17.1 CONTRACTOR covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and

all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and Contractors; that the doctrine of respondeat superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and Contractors and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

#### **18. Disclosure**

18.1 By signature of this Contract, CONTRACTOR acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. CONTRACTOR further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

#### **19. Entire Agreement**

19.1 This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

#### **20. Default**

20.1 If at any time during the term of this Contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to CONTRACTOR hereunder, CONTRACTOR shall be liable for and shall reimburse CITY for such excess.

#### **21. Headings**

21.1 The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

#### **22. Non-Waiver**

22.1 It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

#### **23. Remedies**

23.1 No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived

without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

#### **24. Equal Employment Opportunity**

24.1 CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONTRACTOR shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the CONTRACTOR has violated this section, this Contract shall be deemed terminated and CONTRACTOR'S further rights hereunder forfeited.

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IN WITNESS WHEREOF, the parties hereto have caused this Air Conditioning Repair Services Contract to be executed as of the Effective Date.

City of Mercedes  
Attn: Alberto Perez, City Manager  
400 S. Ohio Ave.  
P.O Box 837  
Mercedes, TX 78570

By: \_\_\_\_\_ Date: \_\_\_\_\_

[Contractor Name]  
[Contractor Address]

By: \_\_\_\_\_ Title: \_\_\_\_\_

SAMPLE