

AGREEMENT BY AND BETWEEN THE WEBB COUNTY COMMUNITY ACTION AGENCY AND TRIUMPH MECHANICAL INC.

Webb County Community Action Agency and Triumph Mechanical Inc., 1717 Plum Street Laredo, Texas 78043, enter into this Agreement effective July 11, 2016 and terminates on December 31, 2016.

1. Scope of Services

Triumph Mechanical Inc. agrees to provide repair, replace, or retrofit of HVAC Systems, window units and electric room space heaters in eligible low-income dwellings throughout Webb County, Texas. These services are delivered pursuant to the Comprehensive Energy Assistance Program (CEAP), crisis heating and cooling component following the International Residential Code or City Code whichever is the most restrictive and are designed to resolve heating and cooling health hazards.

Service Provider shall submit to Webb County Community Action Agency a HVAC System, window units and/or electric room space heaters assessment for approval before repairing, replacing, or retrofit of HVAC System, window units and/or electric room space heaters. Assessment should include a summary of observations, diagnostic methodology, diagnostic finding, recommendations, and cost estimation.

2. Payment Policy Pursuant To This Agreement:

Service and repair of existing heating and cooling units may not to exceed \$2,500 per dwelling. All charges shall be according to submission to Bid No. 2016-11 CEAP Heating and Cooling Service Provider (see Exhibit A). Documentation of service/repair, photographs of heating and cooling units, and related warranty must be included with invoice. Payments are rendered within 45 working days after submission of documentation.

NOTE: "Any holder of this consumer credit contract is subject to all the claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed the amount paid by the debtor hereunder."

4. Relationship of Parties:

Triumph Mechanical Inc., in providing the Services, is acting as an independent contractor and does not undertake by this Agreement or otherwise to perform any regulatory or contractual obligation of Webb County Community Action Agency. Triumph Mechanical Inc. has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by the company under this Agreement.

5. Texas Administrative Code:

Chapter 5 - Conflict of Interest:

Webb County Community Action Agency. Employees, executive directors, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Triumph Mechanical Inc. Any alterations, additions, or deletions to the terms of the contract which are required by changes in federal law and regulations or state statute are automatically incorporated into the contract without written amendment, and shall become effective on the date designated by such law and or regulations; and any other alterations, addition, or deletion to the terms of the contract shall be amended hereto in writing and executed by both parties to the contract.

6. Entire Agreement:

This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

7. Indemnity:

Triumph Mechanical Inc. shall defend, indemnify and hold Webb County and the Webb County Community Action Agency harmless from any and all loss, expense, cost or liability (including reasonable legal fees and expenses), arising from any claim or cause of action for any loss or damage caused by or arising from the performance of Triumph Mechanical Inc.'s obligations under this agreement, including, but not limited to, the conduct of Triumph Mechanical Inc.'s employees and/or any acts performed under this contract and that result from any negligent act, error or omission of Triumph Mechanical Inc. or of any person employed by Triumph Mechanical Inc. In case of any such claim, Triumph Mechanical Inc., upon notice from Webb County and/or Webb County Community Action Agency, covenants to defend any such action or proceeding. Triumph Mechanical Inc., shall also save and hold harmless Webb County and/or Webb County Community Action Agency, from and against any and all expenses, court costs, including but not limited to attorney's fees that might be incurred, in litigation or otherwise defending or prosecuting claims.

8. Governing Law:

This Agreement shall be governed and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties agree venue lies exclusively in Webb County.

EXHIBIT A

Webb County Community Action Agency
1110 Washington St. #203
Laredo, TX 78040
Att: Mayra Granados
Bid No: 2016-11 CEAP Crisis Heating and Cooling Service Provider
Phone#: 956-523-4182

Services provided include the following:

ITEM DESCRIPTION	PRICE PER UNIT	LABOR	TOTAL
------------------	----------------	-------	-------

Units will be sized by room size or availability.

CRISIS WINDOW UNITS

1. Window AC unit 6,000 BTU 110 Volt, Energy Star Rated EER=10 and COP 3.11	\$ <u>600.00</u>	\$ <u>300.00</u>	\$ <u>900.00</u>
2. Window AC unit 8,000 BTU 110 Volt, Energy Star Rated EER=10 and COP 3.11	\$ <u>650.00</u>	\$ <u>300.00</u>	\$ <u>950.00</u>
3. Window AC unit 10,000 BTU 110 Volt, Energy Star Rated EER=10 and COP 3.11	\$ <u>850.00</u>	\$ <u>350.00</u>	\$ <u>1,200.00</u>
4. Window AC unit 12,000 BTU 110 Volt, Energy Star Rated EER=10 and COP 3.11	\$ <u>950.00</u>	\$ <u>350.00</u>	\$ <u>1,300.00</u>
5. Window AC unit 15,000 BTU 110 Volt, Energy Star Rated 10 EER, COP 3.11	\$ <u>1,115.00</u>	\$ <u>400.00</u>	\$ <u>1,515.00</u>

Section I. Totals (1 - 5)	Material <u>4,165.00</u>	Labor <u>1,700.00</u>
	Total <u>5,865.00</u>	

CENTRALCOMPONENTS

6. 2 ton condenser	\$ <u>1,200.00</u>	\$ <u>425.00</u>	\$ <u>1,625.00</u>
7. 2.5 ton condenser	\$ <u>1,300.00</u>	\$ <u>450.00</u>	\$ <u>1,750.00</u>
8. 3 ton condenser	\$ <u>1,450.00</u>	\$ <u>500.00</u>	\$ <u>1,950.00</u>
9. 3.5 ton condenser	\$ <u>1,525.00</u>	\$ <u>500.00</u>	\$ <u>2,025.00</u>

10.	7 ton condenser	\$ 1,000.00	\$ 325.00	\$ 2,125.00
11.	5 ton condenser	\$ 1,775.00	\$ 600.00	\$ 2,375.00
12.	2 ton evaporative coil	\$ 500.00	\$ 375.00	\$ 875.00
13.	2.5 ton evaporative coil	\$ 545.00	\$ 375.00	\$ 925.00
14.	3 ton evaporative coil	\$ 650.00	\$ 525.00	\$ 1,175.00
15.	3.5 ton evaporative coil	\$ 650.00	\$ 525.00	\$ 1,175.00
16.	4 ton evaporative coil	\$ 675.00	\$ 525.00	\$ 1,200.00
17.	5 ton evaporative coil	\$ 750.00	\$ 600.00	\$ 1,350.00
18.	2 ton Air Handler	\$ 650.00	\$ 800.00	\$ 1,450.00
19.	2.5 ton Air Handler	\$ 690.00	\$ 800.00	\$ 1,490.00
20.	3 ton Air Handler	\$ 950.00	\$ 800.00	\$ 1,750.00
21.	3.5 ton Air Handler	\$ 1,250.00	\$ 850.00	\$ 2,050.00
22.	4 ton Air Handler	\$ 1,375.00	\$ 950.00	\$ 2,325.00
23.	5 ton Air Handler	\$ 1,490.00	\$ 1,100.00	\$ 2,595.00
24.	45,000 BTU Furnace	\$ 1,250.00	\$ 1,800.00	\$ 2,050.00
25.	70,000 BTU Furnace	\$ 2,200.00	\$ 2,000.00	\$ 4,200.00
26.	90,000 BTU Furnace	\$ 3,300.00	\$ 2,800.00	\$ 6,100.00
27.	110,000 BTU Furnace	\$ 4,500.00	\$ 3,300.00	\$ 7,800.00
28.	Central Thermostat	\$ 60.00	\$ 125.00	\$ 185.00
29.	Return air grill and new filter	\$ 85.00	\$ 150.00	\$ 235.00
30.	Electrical Whip/Disconnect	\$ 40.00	\$ 150.00	\$ 190.00
31.	Drip pan for Central System	\$ 100.00	\$ 225.00	\$ 325.00
32.	Replace 5 inch flex duct (25 per foot)	\$ 40.00	\$ 225.00	\$ 265.00
33.	Replace 6 inch flex duct (25 per foot)	\$ 45.00	\$ 225.00	\$ 270.00
34.	Replace 7 inch flex duct (25 per foot)	\$ 50.00	\$ 225.00	\$ 275.00
35.	Replace 8 inch flex duct (25 per foot)	\$ 65.00	\$ 300.00	\$ 365.00
36.	Replace 10 inch flex duct (25per foot)	\$ 75.00	\$ 350.00	\$ 425.00
37.	Replace 12 inch flex duct (25 per foot)	\$100.00	\$ 400.00	\$ 500.00

38.	¼ Copper Line (LF)	\$ 100.00	\$ 375.00	\$ 475.00
39.	7/8 Copper Line (LF)	\$ 200.00	\$ 425.00	\$ 675.00
40.	1- 1/18 Copper Line (LF)	\$ 225.00	\$ 425.00	\$ 650.00
41.	Copper Cover	\$ 275.00	\$ 400.00	\$ 675.00
42.	Condenser Pad	\$ 60.00	\$ 425.00	\$ 485.00
43.	Thermostat for Heat Pump	\$ 200.00	\$ 200.00	\$ 400.00
44.	Contactors	\$ 75.00	\$ 100.00	\$ 175.00
45.	Capacitors	\$ 60.00	\$ 100.00	\$ 160.00
46.	Hard Start Kit	\$ 75.00	\$ 100.00	\$ 175.00
47.	Control Board HVAC system	\$ 175.00	\$ 150.00	\$ 325.00

Section II. Totals (6 – 47) Material 32,380.00 Labor 26,200.00 Total 58,580.00

CEAP HVAC and Appliance Labor Rates, do not include Parts

48.	Central Unit AC repair (Labor Only) Includes cleaning	\$ 275.00
49.	Central Furnace/Air handler Repair (Labor Only) Includes cleaning	\$ 325.00
50.	Window AC Repair (Labor Only, No Parts) Includes cleaning	\$ 175.00
51.	HVAC assistant Labor Rate.	\$ 20.00 p/hr
52.	Crisis AC installation Labor Rate	\$ 100.00 p/hr
53.	Electric Space Heater Rate	\$ 75.00 p/hr

Section III. Totals (48 -53) Total Labor Rates 980.00

CEAP Portable Electric Space Heaters

54	Portable Oil Electric Space Heater	\$	---	\$	---	\$	---
55.	Convective Energy Saving Portable Electric Heaters	\$	---	\$	---	\$	---
56.	Portable Metal Space Heaters	\$	---	\$	---	\$	---

Section IV. Totals (54-56) Material - 0 - Labor - 0 - Total - 0 -

Section I Crisis A/Cs	_____	65.00 p/hr	_____
Section II. Central Components	_____	65.00 p/hr	_____
Section III. Labor Rates	_____	65.00 p/hr	_____
Section IV. Electric Space Heater	_____	65.00 p/hr	_____

Triumph Mechanical Inc.

By:
Authorized Agent Signature

WEBB COUNTY, TEXAS

By:
Tano Tijerina, Webb County Judge

Attested:

Margie Ramirez Ibarra
Webb County Clerk

Authorized Agent Print

Ricardo D. Martinez, Executive Director
Webb County Community Action Agency

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney*

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not deny or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Other parties should not rely on this approval, and should seek review and approval of their own Respective attorneys.