



AGREEMENT FOR HVAC Service to Include Repair & Maintenance

This Agreement is made and entered into this 31st day of July, 2020, by and between the **City of Powder Springs, Georgia**, a municipal corporation ("City"), and All HVAC Services, LLC. ("Contractor"). The City of Powder Springs and All HVAC Services, LLC. may hereafter be referred to as "**Party**" individually or collectively as the "**Parties.**"

WITNESSETH:

WHEREAS, the City desires to retain a qualified, experienced, and licensed Contractor with demonstrated skills and experience in providing certain services, the exact nature, scope, and price of which is more completely and fully set forth in bid for services, which is attached hereto as Exhibit A and expressly incorporated herein by way of reference as a part hereof (hereinafter, "the attached quoted services");

WHEREAS, Contractor is knowledgeable and experienced in the attached quoted services, which is attached hereto as Exhibit A, required by the City and desires to provide, furnish, and deliver all necessary materials and to perform the work necessary to complete attached quoted services;

WHEREAS, the Parties desire to contract for the provision of attached quoted services according to the terms and conditions and provisions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- **Contract Time.** Contractor shall complete and/or perform attached quoted services within timeframe agreed upon by the City. All Work shall begin after notification by the City and shall be carried through to completion without unreasonable delay and suspension. The contract period shall expire August 1, 2021. This contract can be extended at the discretion of the city for up to three (3) additional one year's periods (total contract time of four (4) years). If there are unreasonable delays or unauthorized suspensions of work, the City reserves the right to charge the Contractor, not as a penalty, but as liquidated damages, the cost incurred by the City to complete the Work.
- **Contract Price.** Contractor shall complete the Work for the agreed upon sum dictated by the attachment titled Exhibit A.
- **Required Documentation.** Contractor shall furnish to the City certificates of insurance and any other documents, affidavits, or items required to be submitted by the terms of this Agreement and/or the State law of Georgia for review and approval by the City (i) prior to the commencement of the Work or (ii) upon Contractor execution of the Agreement. (Security and Immigration Affidavit, W-9, etc.)
- **Insurance.** Required insurances (Liability, Worker's Comp, etc.) shall be maintained in full force and effect during the life of the Agreement and through final completion. Subcontractors shall be required to obtain all insurance which Contractor is required to obtain. Contractor shall agree to waive all rights of subrogation against the City, the City council, the mayor, its officers, officials, employees, and volunteers from losses resulting from services performed by Contractor.
- **Services Performed.** Contractor will perform, supervise, and direct the attached quoted services efficiently and with its best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures. Contractor will provide competent, suitably qualified personnel to perform the Work. Contractor and its employees, agents, and Subcontractors shall be fully equipped, staffed, certified, authorized, and licensed for the attached quoted services. In the event Contractor causes damages, Contractor shall repair such damage at its sole expense. Contractor shall use those materials identified in the attached quoted services. In addition, the attached quoted services shall be performed to the entire satisfaction of the City. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Agreement or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted.