

**STATE OF GEORGIA
COUNTY OF GWINNETT**

AGREEMENT FOR AUTOMOBILE REPAIR AND MAINTENANCE SERVICES

THIS NON-EXCLUSIVE AGREEMENT, made and entered into by and between the CITY OF LAWRENCEVILLE, a Georgia municipal corporation (hereinafter referred to as CITY), and the GEORIGIA GWINNETT COLLEGE, an Institution within the Board of Regents of the University System of Georgia (hereinafter referred to as COLLEGE).

WITNESSETH:

WHEREAS, the COLLEGE desires to retain CITY for automobile repair and maintenance services for the COLLEGE fleet of vehicles;

WHEREAS, the COLLEGE desires to provide fair and reasonable payments to and reimbursements of CITY on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of these premises, and the mutual covenants and undertakings herein contained, each intending to be legally bound, CITY and COLLEGE covenant and agree as follows:

SECTION 1 – COLLEGE SERVICES

The CITY shall provide certain automobile repair and maintenance services as specifically set forth in the attached “Exhibit A”, incorporated herein by reference.

SECTION 2 – COLLEGE RESPONSIBILITIES

THE COLLEGE responsibilities to the CITY shall specifically include, but are not limited to, the following:

- 2.1 Provide full information as to its requirements for the Project:
- 2.2 Make available from its files any data and information pertinent to the Project;
- 2.3 Provide access to and make all provisions for the CITY to enter upon public and private property as required for the CITY to perform its services;
- 2.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CITY and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CITY.

- 2.5 Designate, in writing, a person to act as COLLEGE Representative with respect to work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define COLLEGE policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement;
- 2.6 Give written notice within a reasonable time to the CITY whenever COLLEGE observes or otherwise becomes aware of any defect in the Project or changed circumstances affecting the Project; and
- 2.7 Bear reasonable costs incident to compliance with the requirements of this Section, provided such costs were approved by the Fleet Coordinator in advance and in writing. Basic preventative maintenance repairs don't need written approval, but repairs for high dollar repairs on vehicles (>\$500) should be communicated for approval.

SECTION 3 – PERIOD OF SERVICE

The Services, as described herein, shall commence promptly upon execution of this Agreement and shall continue through June 30, 2021, unless earlier terminated.

SECTION 4 – PAYMENTS TO THE CITY OF LAWRENCEVILLE

4.1 Fees for Professional Services

4.1.1 Basic Services

The COLLEGE shall pay the CITY for the work required by this Agreement in accordance with the attached Exhibit “A”. CITY shall be paid monthly for work completed and approved by the COLLEGE. Invoices shall be submitted to COLLEGE on or before the first of each month.

The COLLEGE will pay the CITY the full amount of the invoice within thirty (30) days of the date of invoice(s) submitted by the CITY. If the COLLEGE fails to make payment to the CITY, the CITY reserves the right to suspend services under this Agreement until all such invoices are paid in full for the amounts then due.

This Agreement between the COLLEGE and the CITY will not exceed \$75,000.00 in repairs over the lifetime of this Agreement.

SECTION 5 – GENERAL CONDITIONS

5.1 Insurance

The CITY will secure and maintain such insurance as will protect it from claims under workers’ compensation acts (including claims for damages because of bodily injury, sickness, disease or death of any of its employees) and from claims for damages because of injury to or

destruction of tangible personal property, including loss of use resulting therefrom.

5.2 Successors and Assigns

The COLLEGE and CITY each binds itself and its successors, executors, administrators and assigns to the party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the COLLEGE nor the CITY will assign, sublet or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the COLLEGE and the CITY.

5.3 Termination

This Agreement may be terminated by the CITY or by the COLLEGE with thirty (30) days' written notice. Outstanding fees for any services performed by the CITY up to and including the date of termination shall be due and payable upon effective date of termination.

5.4 Modification

This Agreement constitutes the entire understanding between the CITY and COLLEGE and may be modified only by written instrument duly executed by both the parties hereto.

5.5 Standards of Procedure

5.5.1 The standard of care for all services performed or furnished by CITY under this Agreement will be the care and skill ordinarily used by members of CITY'S profession practicing under similar circumstances at the same time and in the same locality.

5.5.2 COLLEGE and CITY shall comply with applicable laws, codes, regulations, and CITY-mandated standards in effect as of the date of the execution of this Agreement. This Agreement is based on these requirements after the Effective Date. Changes to these requirements as of the Effective Date of this Agreement may be the basis for modifications thereto.

5.5.3 COLLEGE shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of CITY.

5.5.4 CITY shall not be required to sign any documents, no matter to whom requested, that would result in the CITY having to certify, guarantee or warrant the existence of conditions whose existence CITY cannot ascertain

5.6 Miscellaneous

5.6.1 This Agreement is governed by the laws of the State of Georgia.

5.6.2 Time is of the essence in this Agreement.

5.6.3 The COLLEGE employs the CITY as an independent contractor and not as an employee or agent of the COLLEGE.

5.6.4 Except as specifically modified in this agreement, the terms of the original agreement and all pervious addendums shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ____ day of _____, 20__.

CITY: City of Lawrenceville, Georgia

By: _____
David R. Still, Mayor

Date: _____

Attest: _____
Karen Pierce, City Clerk

COLLEGE: Georgia Gwinnett College

By: _____
Bruce Burbank, Director of
Purchasing

Date: _____

Witness: _____