

City of Loganville

City of Loganville WSHP Repairs

Proposed Project Agreement

Proposal Number:
P06269 Rev 2

Proposal Date:
02-02-2023

Prepared For:
City of Loganville
4303 Lawrenceville Hwy
Loganville, GA 30052
USA

Prepared By:
Michael Brownlee
404-807-9809
Michael.Brownlee@ComfortSystemsUSA.com

Contractor License No:
GA 209385

PROJECT PROPOSAL

Company

Comfort Systems USA (Southeast), Inc.
1965 Vaughn Rd
Kennesaw, Georgia 30144
Ph: 404-807-9809

Proposal Date: 02-02-2023
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Bill To Identity

City of Loganville
4303 Lawrenceville Hwy
Loganville, GA 30052
USA

Agreement Location

City of Loganville
4303 Lawrenceville Hwy
Loganville, GA 30052
USA

Dustin McAlpin

Dustin McAlpin

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

All work to be executed during normal working hours Monday through Friday.

- **Carrier WSHP #118:**
 1. Lock out / Tag Out Unit.
 2. Recover all refrigerant from refrigerant circuit.
 3. Replace compressor, contactor, line drier and filters.
 4. Evacuate refrigerant circuit to 500 microns.
 5. Perform coil cleaning.
 6. Charge system with new R-22.
 7. Start system and verify proper operation.
 8. Clean up work site & check out with customer.

- **Carrier WSHP #201:**
 1. Lock out / Tag Out Unit.
 2. Replace blower motor, wheel, capacitor, power switch, and filters.
 3. Perform coil cleaning.
 4. Start system and verify proper operation.
 5. Clean up work site & check out with customer.

- **Carrier WSHP #202:**
 1. Lock out / Tag Out Unit.
 2. Recover all refrigerant from refrigerant circuit.
 3. Replace compressor, contactor, line drier, (1) 15-amp fuse, and filters.
 4. Evacuate refrigerant circuit to 500 microns.
 5. Perform coil cleaning.
 6. Charge system with new R-22.
 7. Start system and verify proper operation.
 8. Clean up work site & check out with customer.

- **Carrier WSHP #203:**
 1. Lock out / Tag Out Unit.
 2. Recover all refrigerant from refrigerant circuit.
 3. Replace compressor, contactor, line drier, (3) 30-amp fuses, and filters.
 4. Evacuate refrigerant circuit to 500 microns.
 5. Perform coil cleaning.

6. Charge system with new R-22.
 7. Start system and verify proper operation.
 8. Clean up work site & check out with customer.
- **Carrier WSHP #204:**
 1. Lock out / Tag Out Unit.
 2. Replace filters.
 3. Perform coil cleaning.
 4. Start system and verify proper operation.
 5. Clean up work site & check out with customer.
 - **Carrier WSHP #205:**
 1. Lock out / Tag Out Unit.
 2. Replace filters.
 3. Perform coil cleaning.
 4. Start system and verify proper operation.
 5. Clean up work site & check out with customer.
 - **Carrier WSHP #206:**
 1. Lock out / Tag Out Unit.
 2. Replace filters.
 3. Perform coil cleaning and leak search.
 4. Start system and verify proper operation.
 5. Clean up work site & check out with customer.
 - **Carrier WSHP #207:**
 1. Lock out / Tag Out Unit.
 2. Replace filters.
 3. Perform coil cleaning.
 4. Start system and verify proper operation.
 5. Clean up work site & check out with customer.
 - **Carrier WSHP #208:**
 1. Lock out / Tag Out Unit.
 2. Replace control board and filters.
 3. Perform coil cleaning.
 4. Start system and verify proper operation.
 5. Clean up work site & check out with customer.

Comfort Systems USA (Southeast), Inc. will perform this work for \$19,699.00.

Lead Time for All Materials:

Price of R-22 subject to change.

Invoice Schedule / Mobilization:

30% to be invoiced upon acceptance.

Remaining to be progressed billed.

Notes/General Provisions:

1. All work will be performed during normal working hours unless otherwise noted.
2. A 90-day labor and one year parts warranty is included which will begin at the completion of this project unless noted otherwise. Parts warranty may be limited by vendor/manufacturer's warranty. CSUSA standard terms and conditions apply.
3. Prices contained herein are for a complete job including labor, material, and sales tax as applicable unless otherwise noted.
4. Does not include any associated roofing work.
5. Includes Permits if necessary.
6. Payment terms are "Net 30 Days" unless otherwise noted herein.
7. Any work outside of the listed scope of work above could result in a change order.
8. This proposal is valid for 30 days unless validated in writing by Comfort Systems USA Southeast.
9. This proposal is subject to progressive invoice schedule as outlined in the Invoice Schedule above.
10. This Agreement sets forth all the terms and conditions binding upon the parties and no person has the authority to make any claim, representation, promise, or condition on behalf of the Contractor, which is not expressed herein.
11. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above.
12. The contents of this document are proprietary, including scope and pricing, are intended for use by individuals within the above listed company. Any distribution of this document or its contents to any person or company outside the addressed without express written consent of the original creator is strictly prohibited.
13. COVID19 NATIONAL EMERGENCY CLAUSE – The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic. With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 on CSUSA and its vendors and subcontractor's performance under this Agreement. Each party shall use commercially reasonable efforts to perform its obligations under this Agreement and to meet a reasonable schedule. Each party shall have the discretion in determining the appropriate and responsible actions to safeguard its employees, subcontractors, agents, and suppliers. Each party shall keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves. If CSUSA's performance is delayed or suspended because of the Covid-19 Pandemic, CSUSA shall be entitled to an equitable adjustment to the Agreement Price.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Customer

Signature (Authorized Representative)
Michael Brownlee

Name (Print/ Type)
404-807-9809

Phone
02-02-2023 P06269

Date Proposal #

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date PO#

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.

5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive,

indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities,

losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Proof of full SARS-CoV-2/COVID vaccination for Comfort Systems USA Southeast workers have not been included in cost, schedule or staffing requirements. Should Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the contract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Owner is hereby notified that contractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but contractor does not guarantee that all workers required to complete contractor's work will be vaccinated

14. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

15. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

16. If paying with credit card a 3% surcharge will be added to total project price.