



MAXAIR Mechanical
Building Efficiency and Sustainability



A Service Logic Company

PROJECT AGREEMENT

REMOVE ERU AT CITY HALL

October 11, 2022

MICHAEL BLUMENFELD

Maxair Mechanical
814 Livingston Ct.
Marietta, GA 30067
Office: (678) 880-1629
Mobile: (678) 350-5757

PROJECT PROPOSAL

By and Between

Company

Maxair Mechanical

814 Livingston Ct.

Marietta, GA 30067

814-835-7081

(Herein after referred to as "Company")

and

Client

City of Smyrna

2646 Atlanta Rd SE

Smyrna, GA 30080

Attn: Robert Early

(Herein after referred to as "Client")

Thank you for allowing Maxair Mechanical the opportunity to submit the following proposal. Maxair Mechanical agrees to provide the enclosed scope of work at the following location:

City Hall 2800 King St SE; Smyrna, GA 30080

Scope of Work - Remove ERU at City Hall

Proposal Inclusions:

- Disconnect electrical and remove
- Disconnect duct work connect unit to side of building
- Disconnect and remove the gas piping
 - valve and cap off
- Provide crane to pick unit and remove from site
- Provide and install damper louvers on side of building
 - These will be in place of existing duct
- Provide and install controls for dampers
 - This will control the outside air intake settings

AGREEMENT AUTHORIZATION

This agreement describes the rights and obligations of Maxair Mechanical and City of Smyrna and constitutes the entire agreement between the parties and shall not be altered except in writing. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has the authority to make any claim, representation, promise or condition on behalf of Maxair Mechanical which is not expressed herein.

This proposal is the proprietary property of Maxair Mechanical and is provided for City of Smyrna use only. Maxair Mechanical guarantees the price stated in this Agreement for thirty (30) days from the proposal date above.

The price for the Project Proposal scope of work is:

Remove ERU at City Hall

\$36,968 _____ Initial

The payment terms include 30% upon authorization of this agreement and subsequently agreed upon progress billing schedule. Upon completion and acceptance by City of Smyrna of the work, the balance is due within thirty (30) days of receipt of the final invoice.

Due to the unprecedented volatility in material and equipment pricing, we are unable to hold pricing for any period of time. Equipment lead times and final pricing will be assessed at the time of award, and then again at the time the submittals are approved for release. All price increases incurred during this period will be considered reimbursable and will be added to the final price.

Thank you again for the opportunity to earn your business.

Offered By:
Maxair Mechanical

Accepted By:
Name: Michael Blumenfeld
Title: Director of Business Development
Date:

Signature

Accepted By:
City of Smyrna

Accepted By:
Name: Robert Early
Title:
Date:

Signature

TERMS AND CONDITIONS

1. Company warrants that the workmanship hereunder shall be free from defects for one (1) year from date of installation. If any replacement part or item of equipment proves defective, Company will extend to Client the benefits of any warranty Company has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Client's expense and at the rates then in effect. Company warrants the title to the materials and equipment furnished to the Client pursuant to this Agreement.

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

3. Client will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Company 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 upon demand. Furthermore, Client shall purchase and maintain insurance covering all interests of the Company in the work, naming the Company as a loss payee and entitling the Company to receive payment including the total unpaid balance of the Agreement Price in the event of loss or damage including, but not limited to, loss or damage caused by fire, theft, vandalism or other perils. Client shall bear all costs of such insurance including, but not limited to, premiums, administrative expenses, and deductibles.

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

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

6. In the event Company must commence legal action in order to recover any amount payable under this Agreement, Client shall pay Company all court costs and attorneys' fees incurred by Company.

7. Any legal action relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

8. Company shall not be liable for any delay, loss, damage or detention caused by the unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Company's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

9. To the fullest extent permitted by law, Client shall indemnify and hold harmless Company, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Client, anyone directly or indirectly employed by Client, or anyone for whose acts Client may be liable, regardless of whether it is caused in part by the negligence of Company.

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

11. Company's obligation under this agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, Company's sole obligation will be to notify the Owner of their existence. Company 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. Company expressly disclaims any and all responsibility and liability for the indoor air quality of the Client's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Client's facility, arising out of or in connection with the Company's work under this agreement, including without limitation any illness, injury or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

12. Client shall bear the risk of loss, destruction, or damage to all materials and equipment upon arrival of such materials and equipment at the Client's premises. Client shall also bear the risk of any loss, destruction, or damage to the work performed by the Company.

13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL COMPANY BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CLIENT'S TENANTS OR CLIENTS, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES.

Disclaimer and Limitation of Liability:

Design and as-built drawings prepared by Company and proposal information including scope of work/specifications, as defined by Company, are intended for the exclusive use of Company. If these drawings, proposal information, and specifications are used by any person or business entity other than Company, Company disclaims all warranties on the use of this information, either express or implied or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular use, and non-infringement. Under no circumstances, will Company be liable to any person or business entity for any direct, indirect, special, incidental, consequential, punitive, or other damages based on the use of this information, including, without limitation, any lost profits, or business interruption. This is a comprehensive limitation of liability that applies to all losses and damages of any kind. If you are dissatisfied with the information, your sole and exclusive remedy is to discontinue using the information.