

AG/15-330

**SERVICE AGREEMENT
BY AND BETWEEN
INTERCONTINENTAL COMMERCIAL SERVICES, INC.
AND
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 1st day of September, 2015 by and between Intercontinental Commercial Services, Inc. (hereinafter, "Contractor"), and the City of Stockbridge, Georgia (hereinafter, "City") (Contractor and City sometimes referred to herein as "Parties").

WITNESSETH:

WHEREAS, City desires to engage the services of Contractor to perform for City certain janitorial services as described herein (the "Project"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. The Contract initial term will be for eleven (11) months starting September 1, 2015 and ending on August 1, 2016. Upon the written agreement of both parties, beginning August 1, 2016, this contract may be renewed for two (2) additional twelve month terms.

Either party may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. Services and Conditions. Subject to the terms and conditions set forth in this Agreement, the Invitation to Bid, attached hereto as Exhibit A and incorporated herein by reference, and the Bid Response, attached hereto as Exhibit B and incorporated herein by reference, City hereby retains Contractor to provide the services set forth in (a) the Scope of Work listed as Section 4 of Exhibit A and (b) the Facility Specific Scope of Work listed as Section 11 of Exhibit A in the manner outlined in Exhibit B. Contractor hereby agrees that the warranties, representations and commitments in Exhibit B are in addition to and not in lieu of all other express requirements set forth herein or in Exhibit A. To the extent any of the terms of Exhibit A conflict with any terms in Exhibit B, the terms of Exhibit A shall govern.

The standard of care applicable to Contractor's services will be the highest degree of skill and diligence normally employed by professionals performing the same or similar services at the time said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation. Contractor warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way. Further, Contractor agrees to hold harmless and indemnify the City for any claims brought (a)

arising this Agreement or (b) from the inadequacy of the Services performed by Contractor or anyone for whom Contractor is responsible.

3. **Compensation.** Within 45 days' receipt of each monthly invoice, the City shall pay to Contractor the compensation as set forth in Attachment 13 of Exhibit B.

4. **Indemnification.** Contractor hereby agrees to release, indemnify, defend and hold harmless City of Stockbridge, its elected officials, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses, including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor's obligations to protect, defend, indemnify and hold harmless, as set forth here in above, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or an actual or alleged violation of trade regulations.

Contractor further agrees to protect, defend, indemnify and hold harmless City of Stockbridge, its elected officials, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor.

These indemnities shall not be limited by reason of the listing of any insurance coverage.

Contractor shall at all times maintain in full force and effect all insurance as required in Attachment 7 Exhibit A. These policies shall cover the City, its elected officials, employees and agents as additional insured and shall contain a covenant requiring no less than sixty (60) days written notice to the City before cancellation, reduction or other modification of coverage.

5. **Non-Discrimination.** During the performance of this contract, the contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(b) Contractor may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of Contractor; however, City shall provide Contractor with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of

any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) To the extent applicable, Contractor shall at all times maintain sufficient payment and performance bonds to cover their services under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bond hereby, have executed this Agreement as of the date first above written.

INTERCONTINENTAL COMMERCIAL SERVICES, INC.

By: _____

Tony KTM
CITY OF STOCKBRIDGE, GEORGIA

By: _____
MAYOR



ATTEST:

Jessica Holiday
CITY CLERK

APPROVED AS TO FORM:

WJ
CITY ATTORNEY

Exhibit A

Invitation to Bid for Janitorial Services

Exhibit B

Contractor's Bid Response