

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between **THE CITY OF SPRING HILL, TENNESSEE** (the “City”) and **NATIONAL HVAC SERVICES, LTD. d/b/a NHS MECHANICAL** (“Vendor”) (collectively as “Parties”), and is entered into on July ____, 2026, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services for the City Hall Basement HVAC Replacement Project that it cannot provide itself and desires to contract a third-party independent contractor to provide said services for the City’s benefit;

WHEREAS, the City issued a Request for Proposals for the City Hall Basement HVAC Replacement Project, and Vendor submitted a Proposal in response thereto; and

WHEREAS, the City has selected Vendor to provide the services described herein.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be July ____, 2026.
2. **TERM.** The term of this Agreement shall commence on the Effective Date and continue until completion of the Project. Vendor shall substantially complete all work within thirty (30) calendar days from issuance of Notice to Proceed, unless extended in writing by the City.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Vendor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by the Vendor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.** Vendor shall provide all labor, materials, equipment, and services necessary to complete the City Hall Basement HVAC Replacement Project in accordance with the City's Request for Proposals, any issued addenda, and Vendor's Proposal, attached hereto as Exhibit A and incorporated herein by reference. In the event of a conflict, the terms of this Agreement shall control, followed by the City's solicitation documents, and then Vendor's Proposal.

Vendor shall be responsible for obtaining and complying with all permits, licenses, inspections, codes, laws, and regulations applicable to the Work, unless otherwise agreed to in writing by the City. Vendor shall complete the Work in a good and workmanlike manner and shall test and verify proper system operation upon completion.

Vendor shall provide all manufacturer warranties applicable to equipment and materials furnished under this Agreement and shall warrant its workmanship for the period stated in Vendor's Proposal. Vendor shall correct any defective work identified during the applicable warranty period at no additional cost to the City.

5. **CITY'S RESPONSIBILITIES.** The City shall provide Vendor with reasonable access to the City facility as necessary for completion of the Work.
6. **CONTRACT PRICE.** The total compensation to be paid to Vendor under this Agreement shall not exceed \$217,576.00, which shall constitute full and complete payment for all services, labor, materials, equipment, and incidentals required to complete the Project.

No additional compensation shall be paid unless authorized through a written amendment executed by the parties.

7. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or

employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered to be acting under the supervision, direction, and control of Vendor, and not the City.

8. **AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.
9. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
10. **ASSIGNMENT; SUBCONTRACTING.** Vendor shall not assign this Agreement or subcontract the primary responsibilities under this Agreement without the prior written approval of the City. Any approved subcontracting shall not relieve Vendor of responsibility for performance under this Agreement.
11. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
12. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.
13. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
14. **TIME.** Vendor shall complete the Work within the time frame stated in Section 2 of this Agreement, unless otherwise extended in writing by the City.

15. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
16. **INDEMNITY.** Vendor shall defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from Vendor's performance under this Agreement, but only to the extent caused by the acts, errors, omissions, negligence, or willful misconduct of Vendor, its employees, agents, or subcontractors.
17. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
18. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without the fault or negligence of the affected Party. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
19. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.
20. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.
21. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor:

If to City: Kyle Therriault, Purchasing Agent
199 Town Center Parkway
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

22. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: _____

Name: Kyle Therriault

Title: Purchasing Agent

Date of Execution: _____

NATIONAL HVAC SERVICES, LTD., d/b/a NHS
MECHANICAL

By: _____

Name: _____

Title: _____

Date of Execution: _____

EXHIBIT A