

WEATHERIZATION ASSISTANCE PROGRAM  
CONTRACT FOR HVAC

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between \_\_\_\_\_ (herein called "Contractor") and the Weatherization Assistance Program (herein called "Agency") of the Housing Authority of Utah County.

WITNESSETH THAT:

The Agency has engaged the Contractor to render professional services in the area of providing Heating Air-conditioning and venting installation in existing dwellings. The services rendered by the Contractor shall consist of complying with the attached bid that was submitted and accepted by the Agency.

NOW THEREFORE, the parties do hereto mutually agree as follows:

1. **Period of Service:** The period of this agreement shall be from \_\_\_\_ day of \_\_\_\_\_, 2012 to the \_\_\_\_ day of \_\_\_\_\_, 2015. This agreement and the Agency obligations hereunder are expressly contingent upon appropriate funds being budgeted to therefore.
2. **Scope of Services:** The Contractor agrees to render only such services as instructed by the Agency on a signed Apurchase order@ form. Any additional work performed on an Agency approved dwelling over and above that directed by the Agency shall be considered to be unauthorized, and the Agency will not be obligated to compensate the Contractor for such service.
3. **Compensation:** The Agency agrees to pay the Contractor for all services rendered as set forth in paragraph 2, and any related services set forth in contract addendum as deemed necessary.  
It is expressly understood that the Contractor must bill the Agency only for materials purchased and / or work completed. It is also understood that the format of the billing invoice must reference each homeowner or tenant=s name, and the number of the purchase order.  
An inspection will be made after receipt of billing invoice to determine whether the work has been found to meet quality standards as described above. If the work is found to be deficient, payment will be withheld until such deficiency has been corrected. If the work meets quality standards, payment will be made no later than thirty (30) days from receipt of billing invoice.
4. **Performance and Workmanship:** The Contractor agrees to adhere to the response times and workmanship guarantees included within the approved bid unless any changes are mutually agreed upon and amendments added to the contract between the contractor and the Agency.
5. **Delivery Date:** The Contractor agrees to have all work completed on the homes in question according to their bid narrative submitted to the Agency. Any delays in delivery of material or completion of work can be considered by the Agency to be a breach of this contract and cause for termination of said contract.

6. **Liability Insurance:** The Contractor agrees to the responsibility of acquiring general liability insurance and vehicle liability insurance before any work is commenced in the minimum amount of \$2,000,000.00 and \$1,000,000 respectively.
7. **Termination of Contract for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Agency shall thereupon have the right to terminate this Contract, if such default or violation is not corrected within fifteen (15) days after submitting written notice to the Contractor describing such default or violation.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any payment to the Contractor for the purpose of offset until the exact amount of damages due the Agency from the Contractor is determined.

8. **Termination for Convenience of Agency:** The Agency may terminate this Contract at any time by submitting a notice in writing from the Agency to the Contractor thirty (30) days in advance of the date desired for termination. If the Contract is terminated by the Agency, as provided herein, the Contractor will be paid an amount equal to the amount of homes that have been satisfactorily completed but not previously paid for. If this Contract is terminated due to the fault of the Contractor, Section 6 shall apply.
9. **Termination for Convenience of Contractor:** The Contractor may terminate this contract at any time by submitting a written notice of termination thirty (30) days in advance of the date desired for termination.
10. **Specialized Tools or Equipment:** From time to time the Agency may require the Contractor to use specialized tools and equipment. Therefore, if the Contractor so requests, the Agency will authorize the Contractor to purchase said tools and equipment from the Agency. The terms of such purchases, and the cost of each tool and / or equipment will be stipulated in a purchase agreement set up between the Contractor and the Agency.
11. **Changes:** The Agency or Contractor may from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated through a written amendment to this contract. The Contractor's compensation will be reviewed and adjusted only on an annual basis.
12. **Drug Free Policy:** The Contractor agrees to initiate and enforce a specific policy regarding illegal drug use. This policy must be reviewed and approved by the Agency. A copy of this policy will be kept on file at the Housing Authority of Utah County.
13. **Equal Employment Opportunity:** There shall no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, or national origin. This provision shall

include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert a similar provision in any subcontracts for services covered by the Contract.

- 14. **Independent Contractor:** The Contractor shall be an independent contractor and, as such shall have no authorization, expressed or implied, to bind the Department of Energy, the State of Utah, the Utah Office of Energy Services, or the Agency to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.
  
- 15. **Indemnity Clause:** The Contractor agrees to indemnify and hold harmless the Department of Energy, the State of Utah, the Utah Office of Energy Services, the Agency, and their officers, agents, and employees from and against any and all losses, damages, injury liability, and claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen or material men, howsoever caused, resulting directly or indirectly from the performance of this agreement by Contractor.
  
- 16. **Retention of Records:** As required by DOE, DHCD and the Agency, all financial records, supporting documents, statistical records and all other pertinent to this contract shall be retained by the Contractor for a period of no less than three years after the contract terminates, or until any and all audits of said records initiated within the three year period has been completed whichever is later. At any time during normal business hours and as the Agency, DHCD, related federal or state agencies and / or representatives of the comptroller General of the United States may deem necessary, there shall be made available to the Agency and its representatives, related federal, state or local agencies, and / or representatives of the Comptroller General for examination of all of the records with respect to any and all matters covered by this contract , and will permit the Agency, related federal, state or local agencies and / or the Comptroller General to audit, examine and make transcripts from such records, personnel or conditions of employment and any other data relating to all matters covered by this contract.
  
- 17. **Documents:** It is agreed that any and all submitted bid documents and papers are to be included with this contract and are to become an integral portion of said documents.

**IN WITNESS THEREOF**, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

Contractor: \_\_\_\_\_

Agency: Housing Authority of Utah County

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Owner

Title: Board Chair

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_