



### Town of Nags Head

Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone 252-441-5508  
Fax 252-441-0776  
www.townofnagshead.net

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 200910730

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/  
CORRESPONDING PURCHASE ORDER**

  
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 13<sup>th</sup> day of March 2009, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Outer Banks Heating and Cooling, P.O. Box 1415 Nags Head, NC 27959, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

Install a replacement 4 ton, self-contained heat pump to serve the Board of Commissioners Meeting Room. Remove and dispose of existing unit and materials, as necessary.

Total contract price is \$5376.00 (Five thousand three hundred seventy six dollars and no cents) to be paid upon acceptance of work by Town. In accordance with CONTRACTOR's bid submitted on February 26, 2009 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that the construction work under this contract will commence no later than March 16, 2009. The contract completion date shall be March 20, 2009 with time being of the essence. If CONTRACTOR fails to complete work under this contract by March 20, 2009, The TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be \$50.00 (fifty dollars and no cents) as liquidated damages for every day's delay in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and no by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

This service is provided in order replace the current heating system in the Board of Commissioners Meeting Room.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from March 13<sup>th</sup>, 2009 to March 31, 2009. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees

in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

10. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

11. CONTRACT DOCUMENTS/AMENDMENTS

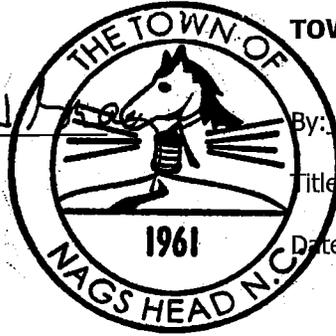
This document together with the purchase order, and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

Michelle [Signature]



**TOWN OF NAGS HEAD**

By: C.L. Tanner  
Title: Town Mgr  
Date: 2-12-09

[Signature]  
Corporate Seal:

**CONTRACTOR**

By: [Signature]  
Printed Name: Brian J. McAnas  
Title: Gen Mgr/President  
Date: 3/12/09

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

[Signature]  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]  
TOWN ATTORNEY



# OUTER BANKS HEATING & COOLING

# Investment Proposal

Satisfaction Guaranteed... Or Your Money Back

### Contact Us:

P.O. Box 1415  
Nags Head, NC 27959  
1-800-722-3094  
1-252-441-1740  
Fax: 1-252-441-0639  
www.obhc.com

Prepared for: The Town of Nags Head-Planning & Development

Billing Address: P.O. Box 99

City, State, Zip: Nags Head NC 27959

Phone:(H) 252-441-7016

Phone:(C) 252-441-4290

Job Name: BOC Building

Job Phone: 252-441-7016

Job Address: 5402 S. Va. Dare Trail Nags Head NC 27959

### Comfort System:

- Air Conditioner
- Air Handler
- Furnace
- Heat Pump
- Other \_\_\_\_\_

Manufacturer: Carrier Comfort Packaged HeatPump w/ Puron

Indoor Unit Model: 50EZ048

Outdoor Unit Model: \_\_\_\_\_

Capacity: Cooling 45,000 BTU Heating 47,000 BTU

Efficiency: SEER 13 HSPF 8.0 AFUE \_\_\_\_\_

Supplemental Electric Heater: 10 KW

### Special notes about your comfort system:

Carrier's Comfort Packaged Heat Pump featuring environmentally friendly "Puron" refrigerant, high efficiency blower motor for both the evaporator and condenser coils, thermal expansion valve metering device, and low sound operation.

### Air Delivery System:

- Standard
- Deluxe
- Premium
- New Ductwork
- Reuse Ductwork

### Design Specifications:

Reconnection to existing supply and return ductwork.

**\*\*Existing duct placement, both supply and return, are inhibiting both comfort and efficiency in the area this system serves. Though it was not requested, OBHC can modify the ductwork to increase efficiency and comfort in this space. THE COST FOR THAT WORK IS NOT INCLUDED IN THIS PROPOSAL.\*\***

### Piping:

New = N

Reconnect = R

Modify = M

- |   |                              |                                     |
|---|------------------------------|-------------------------------------|
| Refrigeration liquid line -                                 | Refrigeration suction line - | Refrigeration filter drier -        |
| Main Condensate drain -                                     | Secondary Condensate drain - | Condensate drain taps & fittings N  |
| Condensate drain trap w/automatic overflow cut-off switch - |                              |                                     |
| Emergency condensate drain pan with: Drain piping -         |                              | Automatic overflow cut-off switch - |
| Special _____   |                              |                                     |

### Electrical:

New = N

Reconnect = R

Modify = M

- |                                       |                            |                                    |
|---------------------------------------|----------------------------|------------------------------------|
| Digital thermostat -                  | Programmable thermostat -  | Thermostat wiring, 1/8 Ga copper - |
| Compressor protection timer -         | Loss of freon protection - | Loss of air flow protection -      |
| High voltage wiring to indoor unit -  | Service disconnect box R   | Copper wiring R Circuit breaker R  |
| High voltage wiring to outdoor unit - | Service disconnect box -   | Copper wiring - Circuit breaker -  |
| Flexible liquid tight conduit -       | Special _____              |                                    |

### Specialty:

New = N

Reuse = R

- |   |                        |                            |
|---|------------------------|----------------------------|
| Treated wood outdoor unit platform R                    | Enlarge attic access - | Add attic access -         |
| Plywood decking & indoor unit support, attic location - |                        | Conceal exposed ductwork R |
| Special _____   |                        |                            |

### Guarantee & Warranties:

Factory Standard

**Labor provided at no cost during regular working hours while warranty is in effect**

- Labor warranty 1 year labor
- Parts warranty 5 year parts
- Compressor Warranty 5 year parts
- Equipment parts warranty 5 year parts
- Temperature guarantee: System will maintain 75° inside at 95° outdoor, and 70° inside at 20° outdoor
- Special **\*\*Warranty is factory standard for commercial application\*\***

### Removal & Disposal

- Refrigerant recovery
- Remove outdoor unit
- Remove indoor unit
- Remove ductwork

### Miscellaneous

- Mechanical permit
- Digital refrigerant charge adjustment
- Daily clean up of work area
- Special **\*\*CRANE FEE INCLUDED IN PRICE-\$375.00\*\***

For the sum set forth Five Thousand-Three Hundred-Seventy-Six Dollars (\$) \$5376.00

OBHC will furnish complete as specified the Total Comfort System as described above

Terms: \$2,500.00 down-\$2,876.00 upon completion

Proposal effective for 30 days

Staff Consultant Mark Burbic-2-26-2009 *Mark Burbic*

Customer Approval \_\_\_\_\_

Customer Approval \_\_\_\_\_

Date \_\_\_\_\_

I have the authority to order the work outlined above. In the event payment is not made promptly in accordance with agreed terms, it shall be the seller's option to charge a service charge not exceeding 1.5% per month. The first service charge beginning due 30 days from the date of invoice. In event of collection by attorney, court cost and other legal fees shall be borne by the buyer in event of non-payment. purchaser agrees to allow seller on premises to remove equipment installed. This investment proposal shall be binding upon the buyer, successors, or assigns of the parties hereto. It is understood that title to all products and equipment covered by this contract remains solely in the seller's name until the entire purchase price has been paid in full and the manner of installation and/or attachment to any equipment and/or any portion of the building structure in which the installation is made shall not in any manner jeopardize seller's title.

03/13/2009 14:03  
costellk

TOWN OF NAGS HEAD

PURCHASE ORDER

-----  
20090730-00 FY 2009

BILL TO  
-----

VENDOR  
-----

OB HEATING & COOLING INC

P O BOX 1415

NAGS HEAD, NC 27959

SHIP TO  
-----

DOUG HUFF-PUBLIC WORKS  
TOWN OF NAGS HEAD  
2200 LARK AVE  
NAGS HEAD, NC

27959

Tel# 252-441-1740  
Fax# 252-441-0639

Requisition  
823

| DATE ORDERED | VENDOR NUMBER | DATE REQUIRED | FREIGHT METHOD/TERMS | DEPARTMENT/LOCATION           |
|--------------|---------------|---------------|----------------------|-------------------------------|
| 03/13/09     | 000719        |               |                      | Public Works Facilities Maint |

| LN  | DESCRIPTION   | QTY | UOM  | UNIT PRICE | NET PRICE |
|-----|---|-----|------|------------|-----------|
| 001 | CARRIER COMFORT PACKAGED HEAT PUMP W/PURON MODEL 50EZ048 47,000 BTU. INCLUDING INSTALL AND REMOVAL OF OLD SYSTEM . 1 YR LABOR, 5 YR COMPRESSOR WARRANTY, 5 YR PARTS WARRANTY AND 5 YR EQUIP PARTS WARRANTY. | 1.0 | Each | 5376.000   | 5,376.00  |

PO TOTAL 5,376.00

\*\* END OF REPORT - Generated by Karen C