

Town of Nags Head  
Public Works Contract Review Cover Form

**Your review and comments are needed no later than:**

June 30, 2015

Contract Name : Town Hall-Annual HVAC Maint. Contract

Contract Originator: Karen Heagy

- New contract   
  Change Order   
  Task Order  
 Service Contract   
  Equipment Contract   
  Engineering Contract   
  Construction Contract

*RW*

Reviewer	Approval Date	Revisions to be made
Finance Director	7/6/15	
Town Clerk	7-1-15	
Town Attorney	7-2-15	

**Robert C. Edwards**  
Mayor

**Susie Walters**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager



**Town of Nags Head**  
Post Office Box 99  
Nags Head, North Carolina  
27959  
Telephone 252-441-5508  
Fax 252-441-0776  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**M. Renée Cahoon**  
Commissioner

**John Ratzenberger**  
Commissioner

**Marvin Demers**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 16000601

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

*Attley*  
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 1<sup>st</sup> day of July 2015, 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 Mechanical Air, Inc.-East, 3588 NC 33 West, P.O. Box 794, Greenville, NC 27835, (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:

To furnish parts and labor for inspection, maintenance, and repair/replacement services as described in the PM Maintenance Contract Proposal as prepared by Mechanical Air Inc.-East and incorporated by reference herein for the Town Municipal Building spectra SX Series Water Source Heat Pumps system located at 5401 Croatan Highway, Nags Head, NC 27964.

Total Contract price shall be \$8,480.00 (Eight thousand four hundred eighty dollars and no cents). Price is in accordance with Contractor's PM Maintenance Contract proposal, dated June 30, 2015, (copy attached).

2. DESCRIPTION OF SERVICES

Contractor will provide two (2) preventative maintenance inspections as part of this Contract-one (1) PM for a summer checkout and one (1) winter PM checkout in conjunction with requested services for the repair/replacement of defective parts at location.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from July 1, 2015 to June 30, 2016. 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.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: any provision in Section 1 regarding liquidated damages; the provisions of Section 6 regarding indemnity; and the provisions of Section 10.

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 in which SERVICES are completed. 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 by 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. E-VERIFICATION OF EMPLOYEES

The CONTRACTOR represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this CONTRACT, that either:

- (1) The CONTRACTOR or subcontractor employs less than 25 employees; or
- (2) The CONTRACTOR or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

10. 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, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

11. 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.

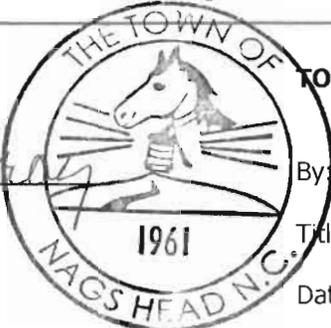
12. CONTRACT DOCUMENTS/AMENDMENTS

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.

13. SIGNATURES

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

Michelle H. [Signature]  
Witnessed or Attested By:

 **TOWN OF NAGS HEAD**

By: [Signature]  
Title: Town Manager  
Date: 7/13/15

[Signature]  
Witnessed or Attested By:

Corporate Seal:

**CONTRACTOR**

By: [Signature]  
Printed Name: ARTHUR H WAMPLER SR  
Title: Sales / Service  
Date: 7/8/15

"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

**Mechanical Air, Inc – East**  
**P.O. Box 794**  
**Greenville, NC 27835**  
**Phone: (252) 756-0000 Fax: (252) 353-1008**  
**Email: [dorothy.ennis@hotmail.com](mailto:dorothy.ennis@hotmail.com)**

**PM MAINTENANCE CONTRACT**

TO: Town of Nags Head

ATTN: Mike Norris

RE: Total One (1) Year HVAC Maintenance Contract for Town Municipal Building

EQUIPMENT COVERED: Spectra SX Series Water Source Heat Pumps

MANUFACTURER: Water Furnace Company

FROM: Art Wampler, Sales & Service

DATE: June 30, 2015

Mechanical Air, Inc – East will replace or repair, at its option, all moving parts in the Water Source Heat Pumps. Coverage for the equipment will be for a period of one (1) year beginning July 1, 2015 and ending on June 30, 2016.

Mechanical Air, Inc. – East will inspect all equipment prior to this Agreement. Should equipment fail to meet minimal standards or require repairs, these repairs must be made at the Town's expense before coverage becomes effective. Should parts for a major replacement be unavailable or obsolete, Mechanical Air, Inc. – East will provide a replacement unit, less a 15% discount. Extended warranties (if available) will be provided to The Town of Nags Head as an option.



TOWN OF NAGS HEAD  
 PO BOX 99  
 5401 SOUTH CROATAN HIGHWAY  
 NAGS HEAD, NC 27959  
 Phone: (252)441-5508

## Purchase Order/Voucher

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 16-00061

### SHIP TO

PUBLIC WORKS % KAREN HEAGY  
 TOWN OF NAGS HEAD  
 2200 LARK AVE  
 NAGS HEAD, NC 27959

ORDER DATE: 07/06/15  
 DELIVERY DATE: 07/01/15  
 STATE CONTRACT:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (252) 756-0000  
 VENDOR FAX #: (252) 353-1008  
 REQUISITION #: R1600023

### VENDOR

Vendor #: MECHA010

MECHANICAL AIR INC EAST  
 PO BOX 794  
 GREENVILLE, NC 27835

### MAIL INVOICE TO:

ATTN: ACCOUNTS PAYABLE  
 P.O BOX 99  
 NAGS HEAD, NC 27959

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	TH HVAC PM Maintenance  2-preventative Maint. Inspec as per Contract. 1- PM for a summer check out 1-winter PM check out. including repair and replacement services see contract July 1, 2015 through June 30, 2016.	10-530-4-5436-00 MAINT/REPAIR EQUIPMENT	8,480.0000	8,480.00
			TOTAL	=====
				8,480.00

**E-Verify Compliance Assurance by Vendor/Contractor:** By accepting this purchase order from Town of Nags Head, I verify that I understand that E-Verify program operated by the United States Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, I confirm that I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes, which requires that the Contractor participate in E-Verify if it has at least 25 qualified employees. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE  
 LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

\_\_\_\_\_  
 FINANCE OFFICER

\_\_\_\_\_  
 PURCHASING AGENT

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by the vendor for purchasing.