

Robert O. Oakes, Jr.
Mayor

Doug Remaley
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

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 13-00028

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

(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 1st day of July 2012, 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 27834, (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 and maintenance services for the Town Municipal Building Spectra SX Series Water Source Heat Pumps system located at 5401 Croatan Highway.

Total Contract price shall be \$8,480.00 (Eight thousand four hundred eighty dollars and no cents). Price is in accordance with CONTRACTOR'S proposal, dated June 26, 2012. (copy attached).

2. DESCRIPTION OF PROJECT

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.

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:

Miscellaneous



TOWN OF NAGS HEAD

By: [Signature]

Title: TOWN MANAGER

Date: 7/30/12

[Signature]
Corporate Seal:

CONTRACTOR

By: [Signature]

Printed Name: James E. Ennis

Title: President

Date: 07-24-2012

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

[Signature] 7/30/12
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
e-mail: dorothy.ennis@hotmail.com

PREVENTIVE MAINTENANCE CONTRACT

TO: Town of Nags Head
ATTN: Doug Huff

RE: Total One (1) Year HVAC Maintenance Contract For Town Municipal Bldg.
EQUIPMENT COVERED: Spectra SX Series Water Source Heat Pumps
MANUFACTURER: Water Furnace Company

FROM: Art Wampler, Sales and Service

DATE: June 26, 2012

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 1st, 2012 and ending on June 30th, 2013.

Mechanical Air 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 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.

Mechanical Air will provide two (2) Preventive Maintenance inspections as part of this Contract – one (1) PM for a summer checkout and one (1) winter PM checkout.

Mechanical Air will make every good faith effort to repair/replace defective parts with this Contract. Mechanical Air will not be responsible for losses due to down time, availability of parts, equipment access, weather conditions, or situations beyond our control. Mechanical Air will provide licenses, permits, and insurance as required for the duration of this Contract.

EXCLUSIONS: Inadequate cooling/heating due to improper voltage, single phasing, improper wiring, damage due to weather conditions, acts of God, fire, theft, vandalism, nuisance calls, underground work, and parts of the hydronic system.

TOTAL PRICE FOR ONE YEAR-----\$8,480.00

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

13-00028

ORDER DATE: 07/09/12
REQUISITION NO: R1300033
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: MECHA010

MECHANICAL AIR INC EAST
PO BOX 794
GREENVILLE, NC 27835

Phone: (252)756-0000 Fax: (252)353-1008

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
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. July 1, 2012 through June 30, 2013.	3-10-530-4-5436-00 MAINT/REPAIR EQUIPMENT	8,480.0000	8,480.00
			TOTAL	8,480.00

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 vendor for processing.