

Town of Nags Head  
Public Works Contract Review Cover Form

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

February 16, 2012

Contract Name : Sta 21 HVAC Repair      Contract Originator: Karen Heagy

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

Reviewer	Approval Date	Revisions to be made
Eddie V.	2/16/12	First page last sentence, change to read (copy attached and hereby made a part of this Contract.)Done KBH
Finance Director	2/24/12	Via e-mail
Town Clerk	2/17/12	
Town Attorney	2/15/12	Via e-mail- contract is satisfactory



## 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 # 12-02312

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

*AHW*  
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 24<sup>th</sup> day of February 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:**

**Replace existing thermostat with digital thermostat with dehumidification capability and control wiring as needed.**

**Rewire HVAC controls to energize the air conditioning and the electric strip heat to remove moisture/lower humidity and prevent over cooling of the space.**

**Chemically cleaning of the indoor and outdoor refrigerant coils, drain pan and supply fan blower wheels.**

**Installation of UV light system in return air of the AHU.**

**Add additional layer of duct insulation to existing duct work (located in the attic space).**

Total contract price is \$9,592.42 (Nine thousand Five hundred ninety two dollars and forty two cents). Price is In accordance with CONTRACTOR's proposal dated February 15, 2012 (copy attached and hereby made a part of this Contract.)

It is mutually agreed by and between the TOWN and CONTRACTOR that the construction work under this contract will commence no later than March 5, 2012. The contract completion date shall be March 19, 2012 with time being of the essence. If CONTRACTOR fails to complete work under this contract by March 15, 2012, 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 \$100.00 (One hundred 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 renovate the current HVAC system in the TOWN's Fire Station No. 21.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 24<sup>th</sup>, 2012 to March 30, 2012. 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 9.

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

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

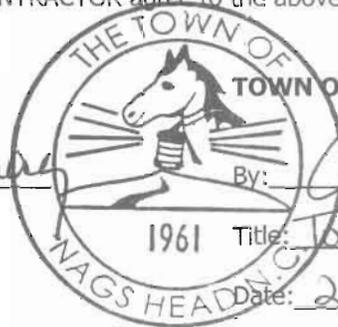
This document together with the purchase order, and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached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

12. SIGNATURES

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

Witnessed or Attested By:

Michelle H. Gray



By: [Signature]

Title: TOWN MANAGER

Date: 2/27/12

[Signature]

Corporate Seal:

CONTRACTOR

By: [Signature]

Printed Name: ARTHUR H. WAMPLER SR

Title: SALES / SERVICE

Date: 2/24/12

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

[Signature] 2/27/12  
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**

February 15, 2012

TO: Doug Huff  
Town of Nags Head  
FROM: Art Wampler  
RE: Breakdown of Quote

**SCOPE OF WORK:**

Replace existing thermostat with digital thermostat with dehumidification capability and control wiring as needed.

Rewire HVAC controls to energize the air conditioning and the electric strip heat to remove moisture/lower humidity and prevent over cooling of the space.

Chemically cleaning of the indoor and outdoor refrigerant coils, drain pan and supply fan blower wheels.

Installation of UV light system in return air of the AHU.

Add additional layer of duct insulation to existing duct work (located in the attic space).

Total Labor-----	\$7,480.00
Thermostat/Humidistat-----	369.27
Control Wire/Relays-----	102.58
UV Light-----	368.86
Duct Insulation-----	810.09
Duct Tape-----	256.44
Staples/Gun-----	38.24
Plywood and Miscellaneous-----	84.86
Saw/Blades-----	38.24
Screws-----	5.60
Screw Gun/Lights-----	<u>38.24</u>
Sub-Total-----	\$9,592.42
Tax: @ 6.75%-----	<u>142.58</u>
TOTAL OF QUOTE-----	\$9,735.00

DOUG HUFF  
 NAGS HEAD PUBLIC WORKS  
 2200 LARK AVE  
 NAGS HEAD, NC 27959

12-02312

ORDER DATE: 02/27/12  
 REQUISITION NO: R1200610  
 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	Sta 21 HVAC repair	2-10-530-4-5436-00 MAINT/REPAIR EQUIPMENT	9,592.4200	9,592.42
			TOTAL	9,592.42

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.