

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 # 13-00042

**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 for the following HVAC systems which are located:

1. Fire Station #16, 5314 S. Croatan Hwy.
2. Fire Station #21, 8806 S. Old Oregon Inlet Rd.
3. Rescue Station #20, 3719 S. Croatan Hwy. (*Under 10 year extended warranty)
4. UNC/CSI Bldg., 425 Health Center Drive
5. Fitness Room and Board of Commissioners Bldg., 5401 S. Croatan Hwy.
6. Public Works Facility, 2200 Lark Ave.

Total Contract price shall be \$9,100.00 (Nine thousand one hundred dollars and no cents). Price is in accordance with CONTRACTOR'S proposal, dated April 27, 2011. (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 at each location.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from July 1, 2012 to June 30, 2013. 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.

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

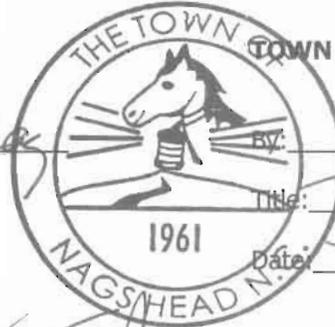
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

12. SIGNATURES

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

Witnessed or Attested By:

Michelle B...



TOWN OF NAGS HEAD

BY: Cathy
Title: TOWN MANAGER

Date: 7/30/12

Arthur H. W...
Corporate Seal:

CONTRACTOR

By: James E. Ennis

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

PM MAINTENANCE CONTRACT

To: Town of Nags Head
ATTN: Doug Huff

RE: Total HVAC Maintenance Contract

FROM: Art Wampler, Sales and Service

DATE: April 27, 2011

Mechanical Air Inc.-East will replace or repair at its option all moving parts in the heating and air conditioning equipment covered under this Agreement. Coverage for the listed equipment will be for a period of one (1) year, beginning July 1, 2012 and ending on June 30, 2013.

LOCATION OF EQUIPMENT COVERED UNDER THIS AGREEMENT

1. Fire Station #16, 5314 S. Croatan Hwy.
2. Fire Station #21, 8806 S. Old Oregon Inlet Rd.
3. Rescue Station #20, 3719 S. Croatan Hwy. (*Under 10 year extended warranty)
4. UNC/CSI Bldg., 435 Health Center Drive
5. Fitness Room and Board of Directors Bldg., 5401 S. Croatan Hwy.
6. Public Works Facility, 2200 Lark Ave.

All HVAC equipment at the above locations is covered under this Agreement. 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 of this Agreement starts. 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 PM for a summer checkout and one 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 poor design, under-sizing, air balancing, painting, scraping, sealing of units, condensate damage to property, damage due to repairs made by others prior to this Contract, damage due to improper voltage, single phasing, improper wiring, damage due to weather conditions, acts of God, fire, theft, vandalism, nuisance calls, underground work.

TOTAL PRICE-----\$9,100.00

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

13-00042

ORDER DATE: 07/10/12
 REQUISITION NO: R1300043
 DELIVERY DATE: 07/06/12
 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 Buildings 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.	3-10-530-4-5445-00 CONTRACTED SERVICES	9,100.0000	9,100.00
			TOTAL	9,100.00

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.