

YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this 31 day of August, 2015 ("Effective Date") between Yadkin County, North Carolina ("County") and Brady Services ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be

responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section D of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

14. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

15. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

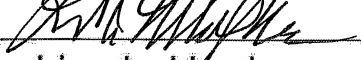
16. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: 
Name: Lisa L. Hughes
Title: County Manager



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

THE PROVIDER

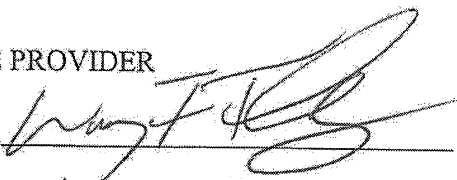
BY: 
Name: Wayne F. Thompson
Title: VP Finance

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider. (The Services may also be described on one or more attached sheets, but each must be signed by the Provider and the County.)

See Exhibit B attached for scope of services

B. Term of the Agreement. (Check the one provision that applies.)

☐

This Agreement shall end on _____, 20____.

☒

This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

☐

This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

C. Payment to the Provider. (Check the provision that applies.)

☐

The County shall pay the Provider \$ _____ every _____.

☒

The County shall pay the Provider a total of \$ See Exhibit B for payment schedule for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

E. Contact Information.

THE COUNTY

Lisa Hughes
PO Box 220
Yadkinville, NC 27055
336-679-4200

THE PROVIDER

Mischa Hamlet
1915 North Church Street
Greensboro, NC 27405
336-378-0670

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

BY: [Signature]
Name: Lisa Hughes
Title: County Manager

THE PROVIDER

BY: [Signature]
Name: Wayne F. Thompson
Title: VP Finance

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
(Signature of County Finance Officer)

EXHIBIT B



1915 North Church Street Greensboro, NC 27405

Date: 7/23/2015 – Revised 8/28/2015			
Attention: Ms. Lisa Hughes		Quote #: MH15426SVC-MK Inside Sales: Mischa Hamlet	
Address: Yadkin County 625 West Main Street Yadkinville, NC 27055		Job Location: Yadkin Valley Community Hospital 625 West Main Street Yadkinville, NC	
Project: Repairs		M/N: RPS020BY; S/N: 3TJ0051319 M/N: RPS036BY; S/N: 3TJ0051219 (2) VAV's (Clinic)	
Description: Repairs			
Delivery Terms: FOB Factory, freight not included unless specified			
Payment Terms:	Net 30 Days	Total Net Price:	See Below
Clarifications and Exclusions: <ul style="list-style-type: none"> • Sales tax is not included. • Freight is not included. • This proposal may be subject to fuel and material surcharges at the time of acceptance. • All work will be performed in compliance with all OSHA and customer safety guidelines. • Brady may withdraw this proposal and re-submit if not accepted within 30 days from issue date. 			
Customer Acceptance			
Customer Name:		Yadkin County <i>by Lisa L. Hughes</i> County Manager	
Customer Signature:		Date: 9/2/15	
Purchase Order No.:		2016 211	

Please fax acceptance back to (336)274-0926, attention Brady Inside Sales Department

Or email acceptance to

Carroll Miller at clmiller@trane.com orMischa Hamlet at mischa.hamlet@bradyservices.com



Brady is pleased to provide the enclosed proposal for your review and approval. This bid is based on information you provided to us per our site visit. Any revisions required at a later date will be subject to price review at that time. Our proposal is as follows:

Scope of Work: Labor, material and equipment to accomplish the following:

Item 1 – S/N: 3TJ0051319

- Recover refrigerant according to EPA Guidelines.
- Remove (1) defective condenser coil.
- Attempt to repair condenser coil.
 - o Note: If not repairable, the condenser coil will be replaced.
- Provide and install (1) new condenser coil.
 - o Note: Crane Services are included during normal working hours.
- Supply and replace (1) defective crankcase heater.
- Leak test and evacuate.
- Recharge with original refrigerant.
 - o Note: Quote includes up to 30 lbs. of new R22 refrigerant, if required.
- Startup and check operation.

TOTAL PRICE (Item 1) ----- \$ 16,954.00

Item 2 – S/N: 3TJ0051219

- Supply and replace (2) defective condenser fan motors.
- Supply and replace (2) defective condenser fan blades.
- Startup and check operation.

TOTAL PRICE (Item 2) ----- \$ 2,868.00

Item 3 – (2) VAV Boxes in Clinic

- Evaluate (2) VAV Boxes.
 - o Repair, if possible. This price does not include any repair parts.

TOTAL PRICE (Item 3) ----- \$ 1,500.00

Note: The above prices are based on the work being performed during normal working hours which are Monday – Friday from 7:30 am to 4:30 pm.

Note: The above prices do not include additional repair parts/labor or refrigerant, if required.

Should you have any further questions, please do not hesitate to contact me @ 800.849.1915.

Thank you,

Mischa Hamlet
Customer Service

GENERAL TERMS AND CONDITIONS

1. **Acceptance** This proposal is subject to acceptance within fifteen days (15) days from submittal date and is subject to credit approval. Customer's acceptance of Services by Brady Services on this order will in any event constitute an acceptance by customer of these terms and conditions.

2. **Payment and Taxes** Payment is due upon receipt of Brady Services invoice. A service charge of 1½% on unpaid balances may be charged by Brady Services. In addition to the stated Service Fee, the Customer shall pay all taxes not legally required to be paid by Brady Services with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Brady Services in attempting to collect amounts due. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

3. **Warranties.** (a) Brady Service material supplied is warranted to be free from defect for a period of 12 months from date of start-up or replacement and Brady services obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) workmanship is warranted (to have been properly performed) for a period of 90 days from completion and Brady Services obligation under this warranty is limited to correcting any improperly performed services.

4. **Indemnity and Liability.** Brady Services shall indemnify, defend and hold Customer harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Brady Services.

5. **Asbestos and Hazardous Materials.** Brady Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Brady Services become aware of or suspect the presence of Hazardous Materials, Brady Services may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Brady Services. Brady Services shall be required to resume performance of the services only when the affected area has been rendered harmless.

6. **Insurance.** Brady Services maintains insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Brady Services insurance policy, Brady Services will do so but only to the extent of Brady Services indemnity assumed under the indemnity provision contained herein. Trane does not waive any rights of subrogation.

7. **Performance.** Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof are subject to the approval of Brady Services. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Brady Services may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Brady Services and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Brady Services to the date of cancellation.

8. **General.** This agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this agreement, or any part hereof, without the written consent of Trane. Subject to the foregoing, this agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. No modifications, additions or changes may be made to this agreement except in a writing signed by Trane.

Applicable only in the United States:

9. **Equal Employment Opportunity/Affirmative Action Clause.** Trane is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

1-26.130-7 (0403)
Supersedes 1-26.130-7 (1002)
1-10.48 (0