

YADKIN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

(Munis Contract Number) _____

This Agreement is made and entered into this 15 day of AUGUST, 20 16 ("Effective Date") between Yadkin County, North Carolina ("County") and PROFESSIONAL AIR SYSTEMS ("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 authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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.

See "Exhibit A" attached hereto and incorporated as if fully setout herein. "Exhibit A" lists in detail the scope of services to be provided under this contract. Any changes to "Exhibit A" must be approved by the County Manager, in writing, prior to the service being provided.

2. **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 9 of the Agreement.

3. Payment to the Provider.

The County shall pay the Provider \$ \$ 1,500.00 every 6 MONTHS.

The County shall pay the Provider a total of \$ _____ 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.

In accordance with Item 3, Payment to the Provider, 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. E-Verify. North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors under the formal bid process and/or proposals who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. Said Article 2 of Chapter 64 states *The prohibition applies to all contracts subject to G.S. 143-129, which are purchase contracts with an estimated cost of \$90,000 or more, and construction or repair contracts with an estimated cost of \$500,000 or more. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

5. 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 that 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.

6. 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.

7. **Insurance.** During this Agreement's term, the Provider shall maintain at its sole expense all insurances as set out in this section. 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.

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.

8. **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.

9. **Termination.** Notwithstanding any other provision of this Agreement, 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.

10. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute 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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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 below:

THE COUNTY

YADKIN COUNTY/DWAYNE STANLEY
PO BOX 220
YADKINVILLE NC 27055

THE PROVIDER

PROFESSIONAL AIR SYSTEMS
601 CLEARSBROOK DRIVE
RURAL HALL, NC 27045

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

19. Exhibits. To the extent of a conflict between the above language of this Agreement and any attachments, 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: Lisa Hughes
Name: Lisa Hughes
Title: County Manager

THE PROVIDER

BY: Keith O. Simpson
Name: KEITH O. SIMPSON
Title: SERVICE MANAGER

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

Gary Grace

Yadkin County Finance Officer

Digital signature of Gary
DN: cn=Gary, o=Finance, cu=Yadkin Co,
email=ggrace@yadkincountync.gov, c=US
Date: 2010-08-13 17:02:21 -04:00

EXHIBIT A

TO AGREEMENT TO SERVICES

Below is a detailed listing of the scope of services to be provided under this contract. Any changes to "Exhibit A" must be approved by the County Manager, in writing, prior to the service being provided. (The detailed listing of the scope of services may also be described on one or more sheets attached hereto and incorporated herein, but each must be signed by the Provider and the County.)

PROFESSIONAL AIR TO PERFORM PREVENTIVE MAINTENANCE INSPECTIONS
ON TWO HEATING BOILERS. ONE PM IN THE FALL AND ONE PM IN THE
WINTER.



Office 336-969 1161

Fax 336-969-1159

Street Address:
601 Clearbrook Dr.
Rural Hall, N. C. 27045

Mailing Address:
P.O. Box 930
Rural Hall, N.C. 27045

PROPOSAL TO:
The Yadkin County Agriculture Center
2051 Agriculture Way
Yadkinville, NC 27055

SUBJECT:
Preventative Maintenance

SCOPE OF WORK:

We will perform a preventive maintenance inspection of two heating boilers once per year.

Operating Season Inspection

- The following inspection items ensure your unit is operating reliably and efficiently:
- Checking amps, motors, wiring, and adjusting operating safety controls
- Inspecting heating section for proper operation
- Inspecting combustion fan section for proper operation
- Recording and reporting recommended repairs that are required
- Electronic copy of preventive maintenance report sent to facilities manager

Fall inspection includes:

Inspect boiler operation controls
Inspect controlling thermostat operation
Inspect electrical connections
Check boiler operation
Pull out boiler chamber and clean
Install cleaned boiler chamber and replace gaskets
Check all fuel safeties and operation
Check all waterside safeties and operation
Inspect water heating loop at boiler
Full heating check and operation of boiler
Electronic flue gas analysis report for each

Winter inspection includes:

Inspect boiler operation controls
Inspect controlling thermostat operation
Inspect electrical connections

Check boiler operation
Check all fuel safeties and operation
Check all waterside safeties and operation
Inspect water heating loop at boiler
Full heating check and operation of boiler
Electronic flue gas analysis report for each

PREFERENTIAL SERVICE and CONTRACT RATE

This contract includes preferential service to the customer over non-contract customers. The price will cover labor and materials to perform work listed above. Any additional repairs to be billed at a contract discount rate of \$90.00 per hour during normal business hours of 7: 00 am to 5:00 pm, Monday thru Friday. After hours and weekend labor rate is at a contract discount rate of \$110.00 per hour.

Price:

Billed semianual at \$1500.00 (Due upon receipt of invoice)
Offer valid for 30 days. Contract price will be honored for Two years.
Contract automatically renews, with cost review after two years, in order to adjust for supplier price increases, inflation, changes in equipment operation or additional equipment added.

CONTINGENCY PLAN

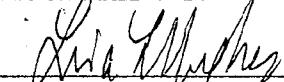
We at Professional Air Systems have a close working relationship with local equipment Representatives, which enables us to provide a contingency plan with appropriate contacts for The Yadkin County Agriculture Center in the event of an emergency or catastrophic equipment failure of any major HVAC system component.

PERFORMANCE GUARANTEE

All work is GUARANTEED. Parts are warranted per manufacturer. If the work preformed is not to the satisfaction of The Yadkin County Agriculture Center, Professional Air Systems shall be notified in writing detailing the deficiencies of the service rendered. Should Professional Air Systems fail to make a reasonable effort to correct the deficiencies within 30 days of notification, The Yadkin County Agriculture Center may, at that time decide to terminate this agreement without exception. Termination of agreement must be sent in writing via certified mail to Professional Air Systems

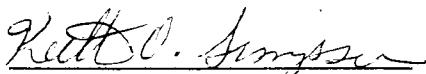
I hope you find this information complete. If this is satisfactory, please sign, copy and return this document. If you have any questions, do not hesitate to call.
We look forward to fulfilling all of your heating and air condition needs.

ACCEPTED BY:



Date: 8/16/16

PROFESSIONAL AIR SYSTEMS



Date: 8/17/2016

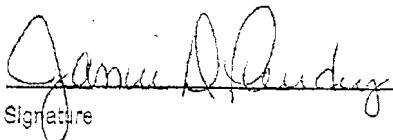
RFP Number (if applicable): _____

Name of Vendor or Bidder: Professional Air Systems, LLC
P.O. Box 930, Rural Hall, NC 27045

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.


Signature

08/03/2016

Date

Janice D. Pendry

Office Manager

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nc treasurer.com/iran and will be updated every 180 days.