

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
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www.nagsheadnc.gov

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 12-03367

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


(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 28th day of June 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 COASTAL GENERATOR SERVICE, INC. P.O. Box 2727, Winterville, NC 28590 (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:

Repair 8th Street generator, to include removing generator rear end from the 8th Street generator, rewinding stator assembly, re-installing the repaired assembly, and performing all inspections and tests after reinstallation.

Total contract price is \$20,852.00. (Twenty thousand eight hundred fifty-two dollars and no cents). Price is in accordance with CONTRACTOR's proposal, dated June 1, 2012. (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence JUNE 28, 2012 and the contract completion date shall be AUGUST 24, 2012 with time being of the essence. If CONTRACTOR fails to complete work under this contract by AUGUST 24, 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 the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

Work under this contract consists of REMOVING THE GENERATOR, REWINDING AND REINSTALLING GENERATOR AT THE 8TH STREET WATER PLANT

Scope is in accordance with CONTRACTOR's proposal, dated June 1, 2012. (copy attached), generally consisting of but not limited to:

- Remove wiring and all accessories to remove generator from unit
- Rewind shop will inspect all components and rewind stator assembly, dip and bake stator twice (recommended for salt air)
- Inspect and test main rotor, exciter stator and field, dip, bake and balance as needed
- Replace bearing and measure bearing journal for proper tolerance.
- Install generator after rewind/repair, connect all wiring
- Crane and rigging work
- Test generator for proper operation

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from June 28, 2012 to September 7, 2012. 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. The project, as bid, will be paid on a unit price basis. Invoices will be prepared on the basis of materials used and actual hours of work expended, as listed in the CONTRACTOR's proposal (copy attached).

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 services. 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 services 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

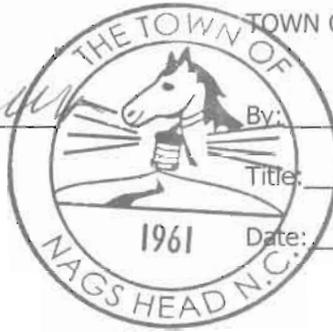
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

12. SIGNATURES

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

Witnessed or Attested By:

Cristy Og
By: *Cristy Og*
Title: TOWN MANAGER
Date: 7/2/12



Corporate Seal:

CONTRACTOR

By: *E. Hofer*
Printed Name: EDWARD HOFER
Title: PRESIDENT
Date: 6/28/2012

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

D. [Signature] 7/2/12
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

STATE OF NORTH CAROLINA

COUNTY OF Currituck

I, Karen B. Heagy, a Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing contract between the Town of Nags Head and Coastal Generator Service, Inc.

Witness my hand and notarial seal, this the 5th day of July, 2012.



Karen B. Heagy

Notary Public
Print or type name:

My Commission Expires: September 22, 2015



Coastal Generator Service, Inc.

P.O. Box 2727
Winterville, NC 28590
252-653-4346 www.coastalgenerator.com

Estimate

Estimate # 1275
Date: 6/1/2012

Customer:

Town of Nags Head
2110 Pond Ave
Nags Head, NC 27959
USA

Location: Generac

Description	Qty	Rate	Total
Mileage and travel to remove generator and deliver to rewind shop for repair.	328	2.00	656.00
Remove wiring and all accessories to remove generator from unit, rewind shop will inspect all components and rewind stator assembly, dip and bake stator twice (recommended for salt air). inspect and test main rotor,exciter stator and field, dip, bake and balance as needed. replace bearing and measure bearing journal for proper tolerance.	1	14,700.00	14,700.00
Mileage and travel to install generator after rewind.	328	2.00	656.00
Install generator after rewind / repair, connect all wiring and test operation.	1	2,840.00	2,840.00
Crane and rigging related work	1	2,000.00	2,000.00
This estimate is based upon verbal communication with Nancy Carawan, the unit has not been inspected by Coastal Generator. If other components need to be rewound during the testing process, the actual cost may vary.			
Generac Model 2538610100, S/N 2068417			
Sales Tax		6.75%	0.00
Total			\$20,852.00

All maintenance and repairs shall be provided in a professional manor between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday excluding holidays, unless prior arrangements have been made.

Coastal Generator Service will not be held liable or responsible for damages caused by the customer, customers employees and contractors including misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, normal wear and tear, overloading of equipment, Acts of Nature and Acts of God. In addition, items designed to fail in order to protect the equipment, such as power and/or lightning suppressers. Claims for warranty or equipment failure will be limited to the part manufacturer's warranty.

Approval _____

PO# _____

Estimate Valid for 30 days

NANCY CARAWAN
NAGS HEAD WATER PLANT
2200 LARK AVE
NAGS HEAD, NC 27959

12-03367

ORDER DATE: 06/27/12
REQUISITION NO: R1200986
DELIVERY DATE: 06/22/12
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: COAST150

COASTAL GENERATOR SERVICE
P O BOX 2727
WINTERVILLE, NC 28590

Phone: (252)653-4346

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00		2-61-810-6-5436-00 MAINT/REPAIR EQUIPMENT	20,852.0000	20,852.00
			TOTAL	20,852.00

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.