

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 # 12-03289

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

(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 8th 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 PEARSON PUMP SALES AND SERVICES, INC 2400 N William Street Goldsboro, NC 27530 (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 8th Street high service #3 pump motor.

Total contract price is \$8,500.00. (Eight Thousand Five Hundred Dollars and No Cents). Price is in accordance with CONTRACTOR's proposal, dated May 31 2012. (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than JUNE 13, 2012 and the contract completion date shall be JUNE 29, 2012 with time being of the essence. If CONTRACTOR fails to complete work under this contract by JUNE 29, 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 EXISTING PUMP MOTOR AND INSTALLING A NEW MOTOR ON HIGH SERVICE PUMP # 3 AT THE 8TH STREET WATER PLANT

- Remove existing Seimens 100 HP motor from # 3 pump
- Replace with 100 HP 1800 RPM US Motor(standard efficiency motor)
- Test motor and pump for proper operation

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from June 8, 2012 to June 30, 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:

Karen Hoge

TOWN OF NAGS HEAD

By: Craig

Title: TOWN MANAGER

Date: 6/12/12

Sharon P. Baywick
Corporate Seal: Corporate Seal

CONTRACTOR

By: Jerry W. Pearson

Printed Name: JERRY W. PEARSON

Title: PRESIDENT

Date: 6/11/2012

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

[Signature]
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



Pearson Pump Sales & Service, Inc.

PO Box 1254
 2400 N William St
 Goldsboro, NC 27530
 Office (919) 734-4267
 Fax (919) 734-1002
 Jerri-Rae@PearsonPump.com

To: Town of Nags Head	RE: High Service #3 – Motor Quote
Attn: NANCY CARAWAN	Pages: 1 of 1
Phone: (252) 449-4212	Date: May 31, 2012
Fax: (252) 480-1560	From: Jerri-Rae Pearson Phillips

High Service #3 – New Motor Options

Wed 13th
 June 29th

Option (1)

- 100 HP 460 Volt 1800 RPM Standard Efficiency Motor
- Oil
- Group Misc

Total Estimate \$8,500.00 Total Includes: Material, Freight, Tax, Labor and Mileage

Option (2)

- 100 HP 460 Volt 1800 RPM Energy Efficient Motor
- Oil
- Group Misc

Total Estimate \$9,705.00 Total Includes: Material, Freight, Tax, Labor and Mileage

High Service #3 – Rewind Existing 100 HP Motor Options

Option (1)

- Pull and Re-Install
- Rewind 100 HP Motor
- Bearings
- Group Misc

Total Estimate \$7,808.00 Total Includes: Material, Freight, Tax, Labor and Mileage

Option (2)

- Rewind Only *Without Bearings*

Total Estimate \$6,908.00 Total Includes: Material, Freight, Tax, Labor and Mileage

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Thank you for allowing Pearson Pump Sales & Service, Inc. the opportunity to provide you with our quote.

NOTE: DUE TO RAW MATERIAL PRICE CHANGES, QUOTATIONS ARE VALID FOR 30 DAYS ONLY

NC General Contractor PU License No. 27330
 NC Well Contractors Certification No. 2948
 NC Pump Installation Contractor No. 389

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wade S. Dunbar Agency, Inc. PO Box 17358 Raleigh, NC 27619	CONTACT NAME: Jeannette Wright
	PHONE (A/C, No, Ext): (919)532-3130
	FAX (A/C, No): (919)532-3131
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Union Insurance Company NAIC # 14311
	INSURER B: Firemens Insurance Co of Wash DC
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 12/13 MASTER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA012475140	04/30/2012	04/30/2013	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Add'l insured						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CAA012475342	04/30/2012	04/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS Comp. \$ 50 Coll. \$ 1,000						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB			CPA012475140	04/30/2012	04/30/2013	EACH OCCURRENCE \$ 3,000,000
	EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 0						AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA012475242	04/30/2012	04/30/2013	X WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased/rented equip. Installation Floater			CIM012475640	04/30/2012	04/30/2013	\$ 100,000. any one item \$ 100,000. any one location \$ 500. deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER FAX: 252.480.1560 Town of Nags Head 2200 Lark Ave. Nags Head, NC 27959	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Trachtenberg/JW
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NANCY CARAWAN
NAGS HEAD WATER PLANT
2200 LARK AVE
NAGS HEAD, NC 27959

12-03289

ORDER DATE: 06/12/12
REQUISITION NO: R1200967
DELIVERY DATE: 06/08/12
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: PEARS010

PEARSON PUMP SALES & SERVICES
PO BOX 1254
2400 N WILLIAMS ST
GOLDSBORO, NC 27533

Phone: (919)734-4267 Fax: (919)734-1002

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	replace motor on #3 pump 8thst	2-61-810-6-5436-00 MAINT/REPAIR EQUIPMENT	8,500.0000	8,500.00
			TOTAL	<u>8,500.00</u>

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.