

**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](http://www.nagsheadnc.gov)

**Anna D. Sadler**  
Commissioner

**M. Renée Cahoon**  
Commissioner

**Susie Walters**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 13-00738

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

  
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 17<sup>th</sup> day of September 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 LoWire Technologies, PO Box 2751, Kill Devil Hills, NC 27948 (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:

**Electrical Work for the Power poles which are located at the Windmill Point Property.**

**Total contract price is \$6,297.72. (SixThousand Two Hundred Ninety Seven Dollars and Seventy Two Cents). Price is in accordance with CONTRACTOR's proposal, dated September 30, 2012. (copy attached).**

**CONTRACTOR requires 40% deposit upon Execution of this Contract.**

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than SEPTEMBER 24, 2012 and the contract completion date shall be September 28, 2012 with time being of the essence. If CONTRACTOR fails to complete work under this contract by September 28, 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 will provide materials and labor to install the following work scope:

- Two (2) 200 amp 120/140V Main breaker, raintight service distribution panels at designated locations (North and South ends of the property) With ten (10) weather proof 20 Amp GFI outlets/circuits to be located below each panel.
- One (1) 100 amp 120/240V sub-panel, Main lug, raintight distribution panel at west side of property, designated location. With six (6) weather proof 20 Amp GRI outlets/circuits, and one (1) 50 amp 240V weather proof outlet/circuit to be located below sub-panel. Service to be fed in conduit from Nothern service panel approx. 300' N.E. from sub-panel.
- Addition of 250 GFI breaker for protection for the 2540

CONTRACTOR is not responsible for the following:

- Trenching, conduits, and wire on utility side of meter
- Trenching and backfill between North distribution Panel and West sub-panel

## 3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from September 17, 2012 to October 5, 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 Section3 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

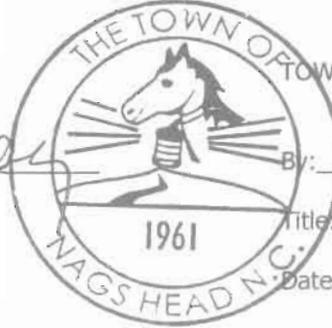
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

12. SIGNATURES

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

Witnessed or Attested By:

Marilyn Gray



TOWN OF NAGS HEAD

By:

C. Cooper

Title:

TOWN MANAGER

Date:

9-18-12

[Signature]  
Corporate Seal:

CONTRACTOR

By:

[Signature]

Printed Name:

DANIEL T. PASONS

Title:

V.P member

Date:

9-17-12

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

[Signature] 9-18-12  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]  
TOWN ATTORNEY



PO Box 2751  
Kill Devil Hills, NC 27948  
252-449-4690

# Quote

Date	Quote#
8/30/2012	91009-655

Name / Address
TOWN OF NAGS HEAD PO BOX 99 NAGS HEAD, NC 27959

Ship To

Project
Event complex

Qty	Description	PAYMENT ARE D...	Total
1	<p>Event Center (Old Windmill Point location)</p> <p>Provide materials and labor to install the following work scope:</p> <p>two (2) 200 amp 120/240V Main breaker, raintight service distribution panels at designated locations ( North and South ends of the property) With ten (10) weather proof 20 Amp GFI outlets/circuits to be located below each panel.</p> <p>One (1) 100 amp 120/240 sub-panel, Main lug, raintight distribution panel at west side of property, designated location. With Six (6) weather proof 20 Amp GFI outlets/circuits, and One (1) 50 amp 240V weather proof outlet/circuit to be located below sub-panel. Service to be fed in conduit from Northern service panel approx. 300' N.E. from sub-panel</p>	6,098.89	6,098.89
1	<p>Total for above work scope</p> <p>Addition of 250GFI breaker for protection for 2540</p>	198.83	198.83
<p>Job notes: Trenching, conduits, and wire on utility side of meter provided by "Others" Trenching and backfill between North distribution Panel and West sub-panel by "Others" (Conduit and wire provided and installed as per this quote) Approximately 3 days lead time from acceptance of quote to begin work 3 - 4 work days to complete work scope pending adverse weather conditions</p> <p>Terms: Deposit due upon acceptance and scheduling of work scope 40% of total due (\$2,439.55) remaining as well as any extras due upon completion</p>			
<b>Total</b>			<b>\$6,297.72</b>

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

13-00738

ORDER DATE: 09/17/12  
 REQUISITION NO: R1300275  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS: Destination

VENDOR #: LOWIR010

LOWIRE TECHNOLOGIES LLC  
 PO BOX 2751  
 KILL DEVIL HILLS, NC 27948

Phone: (252)449-4690

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	for to Power Poles 40% down required with contract signing	3-10-530-4-5435-02 M/R WINDMILL PT	3,858.1700	3,858.17
			TOTAL	3,858.17

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.

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).

<b>PRODUCER</b> Wade S. Dunbar Agency, Inc. PO Box 279 Oriental, NC 28571	<b>CONTACT NAME:</b> Kimberly Mason <b>PHONE (A/C, No, Ext):</b> (252) 249-0400 <b>E-MAIL ADDRESS:</b> kim@wsdunbar.com	<b>FAX (A/C, No):</b> (252) 249-2784
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> LoWire LLC. DBA: LoWire Technologies PO Box 2751 Kill Devil Hills, NC 27948	<b>INSURER A :</b> Scottsdale Insurance Company	<b>NAIC #</b>
	<b>INSURER B :</b> Auto Owners Insurance Company	
	<b>INSURER C :</b> Riverport Insurance Company	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER: 2012-2013** **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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPS1176562	03/08/2012	03/08/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	AUTOMOBILE LIABILITY			4756997800	03/08/2012	03/08/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3232013210	11/20/2011	11/20/2012	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> FAX: 252.441.3350  Town of Nags Head PO Box 99 Nags Head, NC 27959	<b>CANCELLATION</b> 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 <i>Charles Skinner</i> Charles 3CS Skinner/KAF
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