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Town of Nags Head

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Nags Head, North Carolina 27959
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www.townofnagshead.net

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 12-00813

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

(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 27th day of September 2011, 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 GREGORY POOLE POWER SYSTEMS 3201 Integrity Drive Garner, NC 27529 (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 the radiator on the generator at Gull Street.

Total contract price is \$8,544.86. (Eight Thousand Five Hundred Forty-Four Dollars and Eighty Six Cents). Price is in accordance with CONTRACTOR's proposal, dated August 22, 2011. (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than SEPTEMBER 29, 2011 and the contract completion date shall be NOVEMBER 10, 2011 with time being of the essence. If CONTRACTOR fails to complete work under this contract by NOVEMBER 10, 2011, 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 RADIATOR AND INSTALLING A NEW RADIATOR IN THE GULL STREET GENERATOR which will include the following work:

- Drain coolant from radiator and dispose of liquids and materials
- Replace thermostat and gaskets with new
- Replace upper and lower radiator hoses with new
- Refill radiator with new Caterpillar Extended Life Coolant
- Remove and install new radiator cap
- Test generator after repair

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from SEPTEMBER 27, 2011 to NOVEMBER 21, 2011. 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.

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 by 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 Policy will provide for thirty (30) 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.

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.

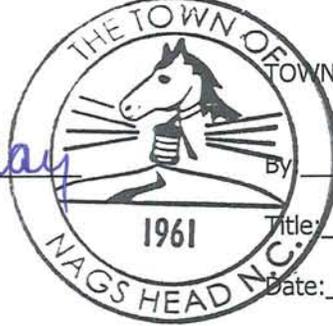
11. CONTRACT DOCUMENTS/AMENDMENTS

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:



TOWN OF NAGS HEAD

Micelle H. Gray

By

C. J. [Signature]

Title:

Town Manager

Date:

10-6-11

[Signature]

CONTRACTOR

Corporate Seal:

By:

[Signature]

Printed Name:

C. [Signature]

Title:

[Signature]

Date:

9/28/11

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

[Signature] 2/16/11
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



Quotation

Quotation No: 00194
08/22/11

Town Of Nags Head
2110 Pond Ave
Nags Head, NC 27959

Contact: Nancy Carawan

RE: Generator Repairs & Service

Location Of Work:

Gregory Poole will supply Parts and Labor to repair the following:

Make: AA Model: 3406 DI Serial #: 2WB02494

Scope Of Work: REPLACE RADIATOR

- Remove and Install New Radiator
 - Drain Coolant from Radiator
 - dispose of liquids and materials
 - Replace Thermostat and gaskets
 - Replace Upper and Lower Radiator hoses
 - Refill radiator with New Caterpillar Extended Life Coolant
 - Remove and Install new radiator cap

Total Job Price (Per Unit)..... **\$ 8,544.86**
(Includes applicable taxes and freight charges)

Notes and Exclusions:

1. This proposal excludes any other repairs or parts replacement not included in this estimate.
2. The service quoted is to be performed during regular business hours, unless specified in the estimate above.
3. Excludes any UL Testing or Recertification to Generator/Permits or UL2200 updates.
4. Excludes any Fuel Tank Testing or Fire Marshall Permits.

Terms and Conditions:

1. Pricing for the above quotation is valid for thirty days.
2. Price is based on customer providing ready access to equipment for continuous, uninterrupted work. Any unusual delays not caused by Gregory Poole will be billed at the applicable Regular or Overtime Rates.
3. Gregory Poole Power Systems will follow the safety policy outlined in the Gregory Poole Equipment Company Safety Policy. Any additional site-specific safety practices or policies required by the customer must be submitted to the Product Support Account Manager prior to the quoting of the work to be performed. This will include but not be limited to training classes, safety videos, etc . Any site considerations not provided prior to quoting work being performed will be billed separately.
4. Proposal must be approved, signed with Purchase Order (if required by your company), and faxed to (919) 890-4647 before service work can be scheduled. Lead Times for scheduling may vary.

PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE APPARATUS DESCRIBED ABOVE MEETS YOUR REQUIREMENTS. This quotation covers such apparatus as described herein and does not constitute a job proposal. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Deliveries are subject to occurrences beyond our control.

ACCEPTANCE

BY GREGORY POOLE POWER SYSTEMS

_____ DATE _____

Tom Hansen DATE 07/15/11

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

12-00813

ORDER DATE: 09/19/11
 REQUISITION NO: R1200273
 DELIVERY DATE: 09/14/11
 STATE CONTRACT:
 F.O.B. TERMS: Destination

VENDOR #: GREGO030

GREGORY POOLE
 3201 INTEGRITY DRIVE
 GARNER, NC 27529

Phone: (919)755-7087 Fax: (919)755-7027

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	replace Gull st gen radiator also contacted covington diesel and hart solutions for quotes with no response	2-61-810-6-5436-00 MAINT/REPAIR EQUIPMENT	8,544.8600	8,544.86
			TOTAL	8,544.86

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.