892

Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20110626

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

TIM
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 21st day of March 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 T. Moreland & Associates, L.L.C., P.O. Box 772, Nags Head, NC 27959 (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:

Demolition of houses at the following locations: 9701J E. Nansemond St. and 119 E. Proteus St., Nags Head, NC. Liquidated damages are applicable in the amount of $100.00 per day and will begin accruing after the final completion date of 8th day of April 2011.

Total contract price shall be no more that $18,500.00 (Eighteen thousand- five hundred dollars and no cents), in accordance with CONTRACTOR'S quote submitted on March 14, 2011 (copy attached). The work is scheduled to commence on March 21, 2011.

2. DESCRIPTION OF PROJECT

Work under this contract performed at following two locations:

Demolish the residence at 9701J E. Nansemond St. Removal of the glass and porcelain products prior to demolition. The demolished house and pilings will be removed from the site and disposed of properly. The sand bags will be dug up as required by CAMA. The removed sandbags will be disposed of at the town's disposal lot. Work at this location is for the sum of $9,000.00.

Demolish the residence at 119 E. Proteus Ct. Removal of the glass and porcelain products prior to demolition. The demolished house and pilings will be removed from the site and disposed of properly. Work at this location is for the sum of $9,500.00.

All permits will be the responsibility of the TOWN.

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 work. 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 work 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:

Carolyn H. Morris

Karen Hagey

Corporate Seal:

TOWN OF NAGS HEAD

By: [signature]

Title: TOWN MANAGER

Date: 3/21/11

CONTRACTOR

By: Jim Moreland

Printed Name: Jim Moreland

Title: Manager

Date: 3/21/11

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

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

TOWN ATTORNEY

T. Moreland & Associates, L.L.C.
P. O. Box 772
Nags Head, North Carolina 27959
252-489-1428

Proposal

3/14/2011

To: Town of Nags Head, NC
Re: Demolition of Residence
909701 J Nansemond St.
Nags Head, NC 27959

We propose to demolish the residence at ~~909~~701 E. J Nansemond St. for the Town of Nags Head. We will remove the glass and porcelain products prior to demolition as required by the town. The demolished house and pilings will be removed from the site and disposed of properly. The sandbags will be dug up as required by CAMA. The removed sandbags will be disposed of at the town's disposal lot. All permits will be taken care of by the Town of Nags Head. We will complete the task for the total sum of $9,000.00.

Thanks, Jim Moreland, Mgr.

T. Moreland & Associates, L.L.C.
P. O. Box 772
Nags Head, North Carolina 27959
252-489-1428

Proposal

3/14/2011

To: Town of Nags Head, NC
Re: Demolition of Residence
119 E. Proteus Ct
Nags Head, NC 27959

We propose to demolish the residence at 119 E. Proteus Ct. for the Town of Nags Head. We will remove the glass and porcelain products prior to demolition as required by the town. The demolished house and pilings will be removed from the site and disposed of properly. All permits will be taken care of by the Town of Nags Head. We will complete the task for the total sum of $9,500.00.

Thanks, Jim Moreland, Mgr.

PURCHASE ORDER

20110626-00 FY 2011

BILL TO

VENDOR

T MORELAND & ASSOC LLC

3423 SUMMIT AVE

GREENSBORO, NC 27405

Tel# 252-489-1428

Requisition
721

SHIP TO

PUBLIC WORKS % KAREN COSTELLO
2200 LARK AVE

NAGS HEAD, NC
27959

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/21/11	009526			Public Works Administration

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	DEMOLISHION AND REMOVAL AS P PER CONTRACT OF 9701 J E. NANSEMOND AND 119 E. PROTEUS ST. PER CONTRACT.	1.0	Each	18500.000	18,500.00

PO TOTAL 18,500.00

** END OF REPORT - Generated by Karen Heagy