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Town of Nags Head

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NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20091017

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

Dad

(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 15th day of June 2009, 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 Earth Saver LLC., 328 Oak Run, Kitty Hawk, NC 47949 (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:

To furnish materials and labor to complete The Town of Nags Head OBMC Coastal Institute Science Lab; in accordance with CONTRACTOR's construction estimate, dated June 16, 2009 (copy attached). Work to be done is as described in the proposal attached.

Total contract price is \$34,500.00 (Thirty four thousand five hundred dollars and no cents). Price is in accordance with Contractor's proposal, dated June 15, 2009. (copy attached). The work is scheduled to commence on June 17, 2009.

It is mutually agreed by and between the TOWN and CONTRACTOR that contract completion date shall be August 31, 2009 with time being of the essence. If CONTRACTOR fails to complete work under this contract by August 31, 2009, 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 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 to 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

Labor and materials for renovation as drawn by Cahoon and Kasten Architects for the OBMC Lab. Base cabinets to include at least 2 draw cabinets per counter top, and lazy Susan cabinets at corners. Also includes infill to wall from new staging lab to drafting lab not shown on drawings. Price includes removal of ceiling above old reception area if necessary to accommodate the installation of door frame from staging lab to clean lab. As set forth proposal attached here to.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from June 15, 2009 to September 15, 2009. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. 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. Contractor shall submit an invoice to the Town for all work performed and all materials used under this contract through 6/25/09 by noon on the 25th. Time is of the essence in completing as much as possible of the contracted work by June. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

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 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.

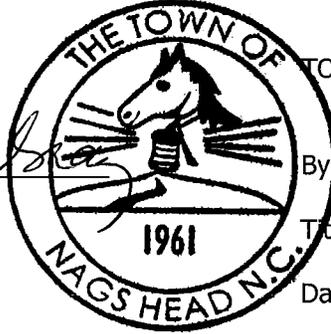
11. CONTRACT DOCUMENTS/AMENDMENTS

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:



TOWN OF NAGS HEAD

Mickie H. [Signature]

By

[Signature]

Title: Int. Town Manager

Date: 6-16-09

[Signature: Aaron B. Castello]

Corporate Seal:

CONTRACTOR

By:

[Signature: Dennis A. Saver]

Printed Name: Dennis A. Saver

Title: MANAGING MEMBER

Date: 6-16-09

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

[Signature]
Finance Office

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



Earth Saver LLC

NC GC License # 58599
Green Building and Specialty Construction
328 Oak Run, Kitty Hawk, NC 27949
Cell: 252-256-0848
Office/FAX 252-261-2931

Proposal

Date: 6-15-09	
To: The town of Nags Head	Attn:Ralph Barile
Address: P O Box 99	
Nags Head, N.C. 27959	
Project Description: Nags Head Lab Renovation	
<p>Labor and materials for renovation as drawn by Cahoon and Kasten Architects for the Nags Head Lab.</p> <p>Please note: Base cabinets to include at least 2 draw cabinets per counter top, and lazy Susan cabinets at corners.</p> <p>Also includes infill to wall from new staging lab to drafting lab not shown on drawings.</p> <p>Price includes removal of ceiling above old reception area if necessary to accommodate the installation of door frame from staging lab to clean lab.</p> <p>Interior doors to be birch with clear coat set in metal knock down frames; finished to match existing doors frames.</p> <p>Exit deck from staging lab to have 3' landing with 7' run to asphalt. Materials to be treated 4 by 4 pilings, 2 by 10 band, 2 by 8 joist with TREX decking attached with TREX screws. NO HAND RAIL.</p> <p>Allowance for 4 by 4 stainless steel calibration basin is \$1,700.00.</p> <p>Cost of project includes work to be performed through the weekend and as needed to secure materials for project completion as well as labor costs, to satisfy the June 25th time line.</p> <p>There will also be an air handler/ scrubber on site to be vented to the outside to help with air quality during renovation.</p>	
Total cost; Thirty four thousand five hundred .	\$34,500.00

Signed: Dennis A Saver
Dennis A Saver

Date: 6-15-09

Signed: _____
Date: _____

RECEIVED

JUN 15 2009

TOWN OF NAGS HEAD
PUBLIC WORKS DEPT

06/16/2009 11:12
costellk

TOWN OF NAGS HEAD
PO INQUIRY PROFILE REPORT

Org	Obj	Proj	Description	Encumbered Amt	Bud
530	577300		CAPITAL OUTLAY OTH	\$34,500.00	U
			Liquidated	\$ 0.00	
			Canceled	\$ 0.00	
			Allocated Open Encumbrance	\$34,500.00	

** END OF REPORT - Generated by Karen C