1015

Bob Oakes
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 # [illegible]

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

DE
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 27th day of February 2013, 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 Sound Advice of Eastern NC Inc., 657-B Worthington Road, PO Box 270, Winterville, NC 28590, (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:

- **Install camera recording system in the Nags Head Board of Commissioners Multi-Purpose Room.**
- **Provide complete installation and programming for the equipment listed on the attached CONTRACTOR'S proposal dated January 9, 2013.**
- **Train users at completion of the installation.**

Total contract price is $20,506.73 (Twenty thousand five hundred six dollars and seventy-three cents). Price is in accordance with CONTRACTOR's proposal dated January 9, 2013 and (copy attached and hereby made a part of this Contract.)

It is mutually agreed by and between the TOWN and CONTRACTOR that the construction work under this contract will commence no later than April 1, 2013. The contract completion date shall be May 10, 2013 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 10, 2013, 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 (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 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
Upgrade of the audio system in the Nags Head Board of Commissioners room.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from April 1, 2013 to May 10, 2013. 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.

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.

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 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, 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:

TOWN OF NAGS HEAD

By: _____

Title: Town Manager

Date: 3-4-13

CONTRACTOR

Corporate Seal:

By: _____

Printed Name: DAVID EVANS

Title: PRESIDENT

Date: 2-27-13

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

3-4-13

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

TOWN ATTORNEY

Sound Advice of Eastern NC Inc
657-B Worthington Road
PO Box 270
Winterville, NC 28590
252 355-1111
www.saenc.com

PROPOSAL

DATE	QUOTATION ...
1/9/2013	4661

NAME / ADDRESS
Town of Nags Head PO Box 99 Nags Head, NC 27959

TERMS	REP	PROJECT
50% Deposit	DBE	4661 Video Syst...

QTY	ITEM	DESCRIPTION	COST	Total
1	TRICASTER 40	4 Input SD/HD Switcher Component/YC/Composite	5,494.50	5,494.50T
1	MISC	LCD for Tricaster display	350.00	350.00T
3	EVI-H100V/W	Sony HD Camera (DVI-I & HD15-Component) WHITE	2,901.45	8,704.35T
3	MISC	VGA to Component adaptor	47.26	141.78T
1	RMBR300	Joystick for BRC300 and EVI series	1,661.40	1,661.40T
1	SX1115	1RU, 9 Outlet, 15 A	505.70	505.70T
1	W & C	Wire and connectors	350.00	350.00T
1	SHIP/HAND	Estimated Shipping charges	134.17	134.17T
1	LABOR	Installation of camera recording system & Train users at end of install. Customer to provide any electrical needs and network conectivity.	3,164.83	3,164.83
		Subtotal of above:		20,506.73
		Sent 1-15-12 DBE Removed lighting & resent 1-22-13 DBE		

Sales Tax (6.75%)	$1,170.58
Total	**$21,677.31**

The information herein constitutes a design. Any unauthorized use or dissemination of the contents is prohibited.