

Robert O. Oakes, Jr.
Mayor

Doug Remaley
Mayor Pro Tem

Cliff Ogburn
Town Manager



Town of Nags Head

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Anna D. Sadler
Commissioner

M. Renee Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 12-01226

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

THIS CONTRACT is made and entered into this the 7th day of November, 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 CZR Incorporated of Wilmington, NC, (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:

Beach Nourishment Project – Benthic Monitoring – Post-dredge sampling events: Contract reference from CZR Proposal entitled "Proposed Post-Impact Budget" is attached and covers the following:

-- Completion of one (1) post-sampling report (Post-impact Year 2), including statistical analysis and all raw data as outlined in the RFP. "Post-impact Year 2" is further defined as four seasonal monitoring events (fall 2012, and winter, spring, and summer 2013) and a statistical report comparing the second post-impact year's data with the four seasonal pre-impact data (fall 2010 and winter, spring, and summer 2011). Report due no later than June 2014. Total price for these services is \$158,500.

2. DESCRIPTION OF PROJECT

CONTRACTOR is to provide data collection and reporting services in connection with environmental monitoring of the Nags Head Beach Nourishment Project according to requirements under CAMA Permit 45-10 (issued April 29, 2010) – as noted in Request For Proposal (RFP) – as relates to post-dredge sampling events and outlined for post-impact year 2.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from November 7, 2012 to June 30, 2014. 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.

The CONTRACTOR shall pay the Town \$200 per day as liquidated damages for each day that reporting is not provided by a date required for such reporting under CAMA Permit 45-10.

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.

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.

12. SIGNATURES

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

Witnessed or Attested By:



TOWN OF NAGS HEAD

Michele H. Gray
Town of Nags Head

By: [Signature]
Title: Town Manager

Date: 11-29-12

Judy T. Hudgens
CZR Incorporated

CONTRACTOR

By: Judy T. Hudgens

Title: CEO

Date: 11/8/12

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

[Signature] 11/28/12
Kim Kenny, Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

N/A
John Leidy, Town Attorney



CZR-001

OP ID: SN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/11

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).

PRODUCER Brown & Brown of Florida, Inc Suite 400 1401 Forum Way West Palm Beach, FL 33401 Thomas J Clor	561-686-2266	CONTACT NAME:	
	561-686-2313	PHONE (A/C, No, Ext): 561-686-2266	FAX (A/C, No): 561-686-2313
INSURED CZR, Inc. 2151 S Alternate A1A Jupiter, FL 33477-4112		INSURER(S) AFFORDING COVERAGE	
		INSURER A : FCCI Insurance Company+	NAIC #
		INSURER B : National Trust Insurance Co +	
		INSURER C : Commerce & Industry Ins Co+	19410
		INSURER D : Westchester Srplus Lns Ins Co+	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	GL001247601	11/28/11	11/28/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PD Ded \$500/Claim					PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY		CA001949601	11/28/11	11/28/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB		UMB001323801	11/28/11	11/28/12	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB					AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A	WC005226876	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Town of Nags Head, its agents and employees are named Additional Insured excluding Products and Completed Operations with respects to General Liability as required by written contract. A Waiver of Subrogation applies to General Liability in favor of Town of Nags Head, its agents and employees.

CERTIFICATE HOLDER**CANCELLATION**

NAGSHE1 Town of Nags Head PO Box 99 Nags Head, NC 27959	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 

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License Effective
May 30, 2012

**PRIVILEGE LICENSE
CITY OF WILMINGTON, NC**

ACCOUNT NUMBER
13-00007634

ISSUE DATE
May 30, 2012

EXPIRATION DATE
May 31, 2013

BUSINESS ADDRESS:
4709 COLLEGE ACRES DR WM

SECTION NUMBER - CITY FEE SCHEDULE
18610 SERVICE COMPANY/CONSULTANT-SEE MERCHANT

**LICENSE
IS
HEREBY
GRANTED**

C Z R INC
2151 ALTERNATE A1A S
UNIT 2000
JUPITER FL 33477

SUBJECT TO ORDINANCES IN FORCE
OR HEREAFTER ENACTED TO CONDUCT
THE ABOVE BUSINESS

ISSUED BY:

Lois Meadows, Jr.



COLLECTION AGENT
FINANCE DEPARTMENT - COLLECTION DIVISION

**POST IN A CONSPICUOUS PLACE
LIMITED TRANSFERABILITY**

