



Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager

M. Renée Cahoon
Commissioner

John Ratzemberger
Commissioner

Marvin Demers
Commissioner

Town of Nags Head
Post Office Box 99
Nags Head, North Carolina
27959
Telephone 252-441-5508
Fax 252-441-0776
www.nagsheadnc.gov

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 14-03057

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

F.E.A. A&B Carpet One
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 16th day of June 2014, 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 **A&B Carpet, 3934 North Croatan Highway, PO BOX 1170, Kitty Hawk, NC 27949** (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:

Contractor agrees to provide all materials and labor to install commercial (10 year warranty) glued vinyl "Invincible" plank laminate flooring/moulding in Fire Station 16 (5314 South Croatan Highway, Nags Head NC) including all of North and South wing areas, but excluding apparatus bay area, all bathrooms, South wing kitchen, hose tower and tool room. Contractor to remove and haul away existing carpet. Contractor responsible for removing and replacing all furniture in all work areas. Materials to be provided as described in A&B's 6/10/14 estimate – see attached.

Product	\$24,420.00
Labor	\$6,113.65
Order Subtotal	\$30,533.65
Tax	\$1,648.35
Delivery	\$200.00
Total	\$32,382.00

***EXTRA if needed to remove old vinyl under carpet in conference room & hallway area - \$1,460.00**

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than June 26, 2014. The contract completion date shall be July 21, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by July 25, 2014, 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 sum of \$100 shall be due from CONTRACTOR, 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

Contractor agrees to provide all materials and labor to install commercial (10 year warranty) glued vinyl plank laminate flooring/moulding in Fire Station 16 (5314 South Croatan Highway, Nags Head NC) including all of North and South wing areas, but excluding apparatus bay area, all bathrooms, South wing kitchen, hose tower and tool room. Contractor to remove and haul away existing carpet. The Town of Nags Head is responsible for removing and replacing all furniture in all areas.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from June 16, 2014 until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to its terms or until the CONTRACT is terminated pursuant to its terms. 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 10.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. The TOWN shall pay one-half of the project cost at contract signing and the CONTRACTOR shall submit an itemized invoice for all work completed to the TOWN by June 27, 2014. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice. The Town shall pay any remaining balance due to CONTRACTOR upon project completion and TOWN approval of work.

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. E-VERIFICATION OF EMPLOYEES

The CONTRACTOR represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this CONTRACT, that either:

- (1) The CONTRACTOR or subcontractor employs less than 25 employees; or
- (2) The CONTRACTOR or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

10. 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.

11. 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.

12. 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.

13. SIGNATURES

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


Witnessed or Attested By: *Michelle H. Gray* By: *[Signature]*
Title: Town Manager
Date: 6-16-14

[Signature]
Witnessed or Attested By: President

CONTRACTOR *ABC Carpet One*

Corporate Seal:

By: Franklin E. Adams

Printed Name: Franklin E. Adams

Title: President

Date: 06-16-2014

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

Andy 6-16-14
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

A&B CARPET ONE FLOOR & HOME

3934 N. Croatan Hwy. mile post 4
PO Box 1170
Kitty Hawk, NC 27949
(252)261-8106 Fax (252)261-5094

Date-6-10-14
Quote prepared for-
Town of Nags Head Fire & Rescue Department

Frank

A&B CARPET ONE to install- *SKU # 1659 Langston / color 24560*
Invincible Vinyl plank flooring for offices, hallways, conference room, kitchen, dining areas, & bunk rooms. Install 6" vinyl cove base.

*Owner to move & replace furniture.

*A&B to take up old carpet & pad, take up glue down carpet in conference room & hallway, & take up vinyl tile in kitchen area with disposal of all.

*Sales tax included

Product	\$24,420.00
Labor	\$6,113.65
Order Subtotal	\$30,533.65
Tax	\$1,648.35
Delivery	\$200.00
Total	\$32,382.00
*EXTRA if needed to remove old vinyl under carpet in conference room & hallway area.	\$1,460.00

SIGNATURE-



DATE- 6-16-14

1/2 is due upon acceptance of this quote. Balance is due upon completion. Price is valid for 15 days.
Cancelled orders are subject to a restocking fees and /or additional freight charges. Not all special order products are returnable.
PLEASE BE ADVISED if your account becomes delinquent and it is necessary to take legal action, all attorney and court fees will be added to the balance owed. 1 1/2 % interest charge will be added after 30 days. Totaling 18% annually.
No guarantee on toilets. Not responsible for doors that may need to be trimmed.