

**Robert O. Oakes, Jr.**  
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](http://www.nagsheadnc.gov)

**Anna D. Sadler**  
Commissioner

**M. Renée Cahoon**  
Commissioner

**Susie Walters**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 15-02400

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

FEA  
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 23rd day of March 2015, 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 Carpets, Inc. DBA as A & B Carpet One Floor and Home, 3934 N. Croatan Hwy. Mile post 4, PO Box 1170, Kitty Hawk, NC 27949-4250, (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 all necessary materials and labor to install new carpet cove base at the Police Dept. CID room located at 5401 Croatan Highway, Nags Head, NC 27959. Work will also be done in accordance with quote dated 2/16/2015 (see attached).**

Total contract price is \$ 9733.00 (Nine thousand seven hundred thirty three dollars and no cents). Price is in accordance with proposal, dated 2/16/2015.

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence May 01, 2015. The contract completion date shall be June 01, 2015 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 01, 2015, 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 **\$250.00** shall be due from CONTRACTOR as liquidated damages, and not by way of penalty, 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

Work under this contract consists taking up and disposing old carpet and supplying and installing new carpet. CONTRACTOR will move and replace furniture. Work will be done under the direction of the, Public Works Facilities Maintenance Superintendent, or his designee.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from March 23, 2015 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 shall pay CONTRACTOR a deposit of \$4866.50 prior to CONTRACTOR beginning work under this CONTRACT. The CONTRACTOR understands that said deposit shall not be earned until the SERVICES are performed and accepted by the TOWN. 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, showing a credit for the payments or deposits already made by the TOWN, 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 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. 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

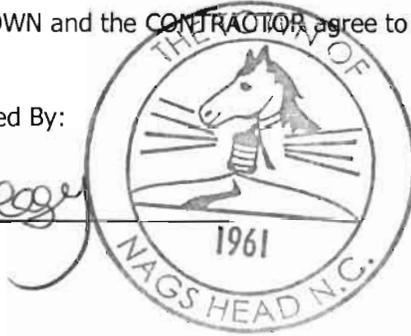
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

13. SIGNATURES

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

Witnessed or Attested By:

Karen Hegey



**TOWN OF NAGS HEAD**

By:

Curt

Title:

TOWN MANAGER

Date:

3/23/15

Franklin E. Adams

**CONTRACTOR**

By:

Franklin E. Adams

Printed Name:

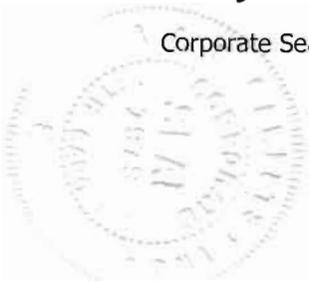
Franklin E. Adams

Title:

President

Date:

03-23-2015



Corporate Seal:

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

[Signature] 323-15  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]  
TOWN ATTORNEY



**TOWN OF NAGS HEAD**  
**PO BOX 99**  
**5401 SOUTH CROATAN HIGHWAY**  
**NAGS HEAD, NC 27959**  
**Phone: (252)441-5508**

## Purchase Order/Voucher

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKING LISTS, CORRESPONDENCE, ETC.

**NO. 15-02406**

### SHIP TO

PUBLIC WORKS % KAREN HEAGY  
 TOWN OF NAGS HEAD  
 2200 LARK AVE  
 NAGS HEAD, NC 27959

### VENDOR

Vendor #: AANDB010

A & B CARPET ONE  
 P O BOX 1170  
 3934 N CROATAN HWY  
 KITTY HAWK, NC 27949

ORDER DATE: 03/25/15

DELIVERY DATE:

STATE CONTRACT:

VENDOR ACCT NUM:

VENDOR PHONE #: (252) 261-8106

VENDOR FAX #: (252) 261-5094

REQUISITION #: R1500754

### MAIL INVOICE TO:

ATTN: ACCOUNTS PAYABLE  
 P.O BOX 99  
 NAGS HEAD, NC 27959

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	CID Carpet Replacement	10-530-4-5435-00 MAINT/REPAIR BUILDINGS	9,733.0000	9,733.00
			TOTAL	=====
				9,733.00

**E-Verify Compliance Assurance by Vendor/Contractor:** By accepting this purchase order from Town of Nags Head, I verify that I understand that E-Verify program operated by the United States Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, I confirm that I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes, which requires that the Contractor participate in E-Verify if it has at least 25 qualified employees. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE  
 LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

\_\_\_\_\_  
 FINANCE OFFICER

\_\_\_\_\_  
 PURCHASING AGENT

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by the vendor for purchasing.

**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

Quote prepared for-  
Town of Nags Head  
Police Department

2/16/2015

By-Frank

A&B CARPET ONE to install-  
Bigelow Carpet tiles Style Accountable 22 oz. # BT 115 color 7559 Anodized Lapis for entry, two open areas, and five offices.  
Install matching six inch cove base where needed.

\*A&B to take up old carpet & pad and dispose of. A&B to move and replace furniture.  
Owner to remove shoe molding and replace as needed.  
Supply to owner two extra cartons of carpet tiles. 144 sq. ft.  
Quote includes all material and labor to install new carpet and new cove base.

\$9,733.00

SIGNATURE-

DATE-

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.

Deleted as per  
Frank