



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 # 12-02303

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

RS.
(CONTRACTOR Initials)

THIS CONTRACT is made and entered into this the 24th day of February 2012, 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 Gallop Roofing & Remodeling, Inc., PO Box 157, Wanchese, NC 27981 (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 remove and replace the 68' X 78' (sixty-eight foot by seventy-eight foot) upper flat roof in the northeast corner of Nags Head Fire Station 16, located at 5314 S. Croatan Highway, Nags Head, NC 27959. This work shall include the removal and disposal of the existing roof and any debris caused by the removal. Work includes installing mechanically attached 2" (2 inch) base ISO roof insulation, mechanically attached 1/4" (one-quarter inch) tapered ISO roof insulation over base, six (6) roof drains, new aluminum termination bars at roof perimeter, and a .60 mil Firestone roof system with a 20-year limited material warranty. Upon completion of the job, affected areas will be cleaned to remove any roofing debris, nails, etc. All work to be completed in accordance with CONTRACTOR's proposal, dated September 16, 2011 (copy attached). Manufacturer's 20-year limited warranty for materials will be provided upon completion of the work.

Total contract price is \$23,650.00 (Twenty-three thousand six hundred fifty dollars and no cents). Price is in accordance with CONTRACTOR's proposal dated September 16, 2011 (referenced above).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than March 2, 2012. The contract completion date shall be March 30, 2012, with time being of the essence. If CONTRACTOR fails to complete work under this contract by March 30, 2012, 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 \$200.00 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

This project consists of the removal and replacement of the upper flat 68' X 78' section of roof in the northeast corner of Nags Head Fire Station 16, located at 5314 S. Croatan Highway, Nags Head, NC 27959. The old roof will be removed and properly disposed of, and a .60 mil Firestone roof system will be installed. Upon completion of the installation, affected areas will be cleaned to remove any roofing debris, nails, etc.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 24, 2012 to April 9, 2012. 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 and to pay a deposit of \$ 5,912.50 upon acceptance of the CONTRACT (the "Deposit"), which Deposit shall not be earned until the SERVICES have been satisfactorily performed and approved by the TOWN. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN upon completion of the SERVICES, which invoice shall show the application of the Deposit. 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, 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.

Proposal

September 16, 2011

Gallop Roofing & Remodeling, Inc.

PO Box 157

Wanchese, NC 27981

OBX Phone (252) 473-2888 Fax (252) 473-1430

www.galloproofing.com

Reference #: 27711

SP: ELAN L.

Due Date: 9/26/2011

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

Job Name:

NH FIRE STATION #16
5314 S CROATAN HWY
NAGS HEAD, NC 27959

441-5508

We Hereby Submit Specifications And Estimates For:

WE PROPOSE TO FURNISH MATERIALS AND LABOR TO COMPLETE THE FOLLOWING:

UPPER FLAT ROOF (68' X 78')

- REMOVE EXISTING ROOF.
- HAUL OLD ROOF AND ANY DEBRIS CAUSED FROM WORK TO LANDFILL.
- PAY LANDFILL DUMPING FEES.
- INSTALL MECHANICALLY ATTACHED 2" BASE ISO ROOF INSULATION.
- INSTALL MECHANICALLY ATTACHED 1/4" TAPERED ISO ROOF INSULATION OVER BASE.
- INSTALL (6) ROOF DRAINS.
- INSTALL NEW ALUMINUM TERMINATION BARS AT ROOF PERIMETER.
- INSTALL .45MIL FIRESTONE TPO ROOF SYSTEM AND TRIM.
- PROVIDE FIRESTONE ROOF SYSTEMS 15 YR LIMITED MATERIAL WARRANTY.

OPTION: INSTALL .60 MIL FIRESTONE ROOF SYSTEM WITH 20 YR LIMITED MATERIAL WARRANTY
ILO .45 MIL.

ADD \$1,250

JOB NOTES:

1. PROPOSED COST INCLUDES WORKERSCOMP AND GENERAL LIABILITY INSURANCE. CERTIFICATES ARE AVAILABLE UPON REQUEST.
2. REPLACEMENT OF ROTTEN WOOD AND/OR ANY WORK NOT INCLUDED IN THIS PROPOSAL WILL BE AN ADDITIONAL CHARGE OF \$35 PER MAN HOUR PLUS MATERIALS.
3. EXCLUSIONS: ASBESTOS ABATEMENT IF REQUIRED, ELECTRICAL, GAS LINE AND HVAC DISCONNECT AND RECONNECT.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$22,400.00

Payment Terms:

25% Due at acceptance Balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon owners approval and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. If payment is not made according to payment terms purchaser agrees to pay a 1.5% per month finance charge and all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized
Signature _____

Acceptance
Signature _____

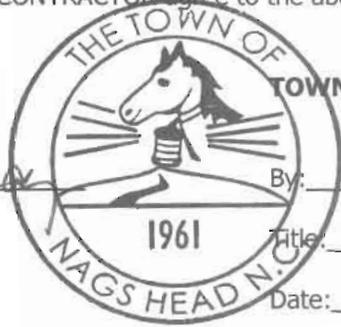
Date _____

12. SIGNATURES

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

Witnessed or Attested By:

Michelle H. Lee



TOWN OF NAGS HEAD

By: C. Adams

Title: TOWN MANAGER

Date: 2/29/12

Karen Dagey

Corporate Seal:

CONTRACTOR

By: Roy Simpson

Printed Name: Roy Simpson

Title: Pres.

Date: 2/27/2012

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

D. Dagey 2/29/12
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

DAVE CLARK
 TOWN OF NAGS HEAD PUBLIC WORKS
 2200 LARK AVE
 NAGS HEAD, NC 27959

12-02303

ORDER DATE: 02/23/12
 REQUISITION NO: R1200621
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS: Destination

VENDOR #: GALLO010

GALLOP ROOFING & REMODELING IN
 PO BOX 157
 WANCHESE, NC 27981

Phone: (252)473-2888 Fax: (252)473-1430

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Sta16 Roof wk as per contract	2-10-530-4-5435-00 MAINT/REPAIR BUILDINGS	23,650.0000	23,650.00
			TOTAL	23,650.00

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 vendor for processing.