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

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER #_____

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

JB
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 19th day of May 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 Basnight Construction Co., Inc., P O Box 1025, Manteo, NC 27954-1025, (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 materials and labor to construct a 362.47-foot, 6-inch diameter, waterline along the north side of Abalone Street between S. Virginia Dare Trail (SVDT) and Memorial Avenue, as shown in the plans entitled "E. Abalone Street Waterline Extension," dated 2-9-12, as prepared by Creative Engineering Solutions, Manteo, NC, and to construct a 181-foot, 6-inch diameter, waterline south of the end of Roanoke Way (in Old Nags Head Cove) to tie in to the existing 6-inch diameter waterline southwest of hole No. 14 of the Nags Head Golf Links, as shown in the plans entitled "Old Nags Head Cove Subdivision – S. Roanoke Way" dated 1-21-12, also prepared by Creative Engineering Solutions, Manteo, NC. Also included in the Abalone Street project is the replacement of 40 feet of corrugated metal drainage pipe under Abalone Street. Both sets of plans are included with this contract.

Total contract price is $27,983.00 (Twenty-seven thousand nine hundred eighty-three dollars and no cents). Price is in accordance with Contractor's Bid Form, dated May 9, 2012 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that contract completion date shall be June 27, 2012 with time being of the essence. If CONTRACTOR fails to complete work under this contract by June 27, 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 $100.00 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

Work under this contract consists of all necessary waterline construction, for a new 6-inch waterline along the north side of E. Abalone Street between SVDT and Memorial Avenue, replacement of the existing 30-inch diameter Stormwater culvert under the western end of the subject block of E. Abalone Street, and construction of 181 feet of 6-inch diameter waterline south of S. Roanoke Way in Old Nags Head Cove across a portion of the Nags Head Golf Links.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from May 19, 2012 to July 6, 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. 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: 5-24-12

Corporate Seal:

CONTRACTOR

By:

Printed Name: Jimmy Basnight

Title: President

Date: 5-23-12

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

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

TOWN ATTORNEY

Department of Public Works
Administration
Maintenance Garage
Public Facilities Maintenance
Sanitation
Water Distribution
Water Operations

Town of Nags Head
Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-1122
Fax 252-441-3350
www.townofnagshead.net

Dave Clark, P.E.
Public Works Director

Ralph Barile
Deputy Public Works Director

BID FORM
TOWN OF NAGS HEAD
ABALONE STREET AND COVE TO VILLAGE TIE-IN WATERLINES
Bid Date: May 9, 2012 @ 1:00 pm
Location: Nags Head Town Hall Library

ITEM

1. **Construction of a 362.47 foot, 6-inch diameter, waterline along the north side of Abalone Street, between S. Virginia Dare Trail and Memorial Avenue, in the Town of Nags Head. Work includes all site preparation, traffic control, installation of 307.47 feet of 6-inch C-900 PVC waterline, 55 feet of 6-inch ductile iron waterline, two (2) 6-inch gate valves, disinfection of all new water system components, installation of 40 feet of 24-inch HDPE drainage pipe, site cleanup and disturbed area stabilization. All work will be done in accordance with the plans entitled "E. Abalone Street Waterline Extension," dated 2-9-12, as prepared by Creative Engineering Solutions, Manteo, NC.**

   a. **Construct E. Abalone Street Waterline Project from Sta. 0+00 to Sta. 1+00 including all materials, installation and associated costs.** **100 ft. $** 7,350.00

   b. **Construct E. Abalone Street Waterline Project from Sta. 1+00 to Sta. 3+62.47 including all materials, installation and associated costs.** **262.47 ft. $** 10,448.00

   c. **Replace existing 40-foot, 30-inch diameter corrugated metal pipe under Abalone Street with 40 feet of 24-inch diameter high density polyethylene (HDPE) stormwater pipe** **40 ft. $** 3,360.00

2. **Construction of a 181 foot, 6-inch diameter, waterline from the south end of S. Roanoke Way (in Old Nags Head Cove) to the tie-in to the waterline southwest of hole No. 14 of the Nags Head Golf Links (west of the Outer Banks Hospital), in the Town of Nags Head. Work includes all site preparation, installation of 181 feet of 6-inch C-900 PVC waterline one (1) replacement 6-inch gate valve (provided by the town), disinfection of all new water system components, site cleanup and disturbed area stabilizatuion. All work will be done in accordance with the plans entitled "Old Nags Head Cove Subdivision – S. Roanoke Way" dated 1-21-12, as prepared by Creative Engineering Solutions, Manteo, NC.**

181 ft. $ 6,825.00

All work will be completed in accordance with Town of Nags Head Waterline Standards (NC-DENR, Division of Water Resources, Public Water Supply Section serial # 9653). All "spoil" resulting from site preparation at either location will be removed and disposed of properly.

A Performance Bond, and a Payment Bond will be required of the successful bidder. All bidders must have a current Town of Nags Head Privilege License and carry insurance minimums as follows:

General Liability:	$1,000,000 each occurrence/$2,000,000 aggregate
Auto Liability:	$1,000,000
Excess/Umbrella Liability:	$1,000,000
Workman's Comp:	$500,000

Total Cost for all Work Listed Above: $ 27,983 . 00

(in words – Twenty seven thousand nine hundred eighty three dollars

and NO cents)

Contractor: Basnight Construction Co. Inc.

By (signature): [signature]

Printed Name: Jimmy Basnight

Position with Company: President

Address: P. O. Box 1025
Manteo, NC 27954

Phone Number: 252-473-3474

NC Contractor's License # 31502 (must provide)

Contact Dave Clark, Public Works Director, at (252) 449-4201, or at dave.clark@nagsheadnc.gov with any questions regarding this project.

Business License

THE PARTY SHOWN BELOW HAS PAID THE TAX REQUIRED BY LAW AND ISSUED A LICENSE TO ENGAGE IN THE BUSINESS TRADE OF.

LICENSE NO: 46 550000057 1000230

LICENSE PERIOD

BASNIGHT CONSTRUCTION CO.
P O BOX 1025
MANTEO, NC 27954

07/01/2011 TO 06/30/2012

DATE OF ISSUE 07/01/2011

Becky Huff
TAX COLLECTOR

NOT TRANSFERABLE – MUST BE POSTED

DATE	DESCRIPTION OF CHARGES	TAX	PENALTY	TOTAL PAID
	GENERAL CONTRACTOR	10.00		
	BILL NO. 54543			

OP ID: 03

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/12

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
SIA Group
827 Gum Branch Rd.
Jacksonville, NC 28540-0000
Earl Holland
910-455-7576
910-455-7481

CONTACT NAME: Robyn Campbell
PHONE (A/C, No, Ext): 910-478-3373 FAX (A/C, No): 910-455-7481
E-MAIL ADDRESS: rcampbell@siagroup.net
PRODUCER CUSTOMER ID #: BASNI-4

INSURED
Basnight Construction Co. Inc.
Hazel Basnight
P O Box 1025
Manteo, NC 27954

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Trust Insurance(FII)	20141
INSURER B : The Hanover Ins. Group	22292
INSURER C : FCCI Insurance Group	10178
INSURER D :	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X W/Site Poll $100, GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CPP00057705	01/14/12	01/14/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA00068533	01/14/12	01/14/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UMB00037766	01/14/12	01/14/13	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		010WC11A56055	01/14/12	01/14/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	500,000 500,000 500,000
C	Equipment Floater			IHR680758900	01/14/12	01/14/13	SCH EQ L/Rented		661,000 100,000

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

CERTIFICATE HOLDER

TOWNNAG

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

CANCELLATION

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

Maria Evans

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

12-03117

ORDER DATE: 05/23/12
REQUISITION NO: R1200908
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: BASNI060

BASNIGHT CONSTRUCTION
PO BOX 1025
MANTEO, NC 27954

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Water line extension/tie-in Abalone Street Waterline extension and and Roanoke Way to Links Dr. Waterline Tie-in replacement.	2-61-818-6-5773-00 CAPITAL OUTLAY OTHER	27,983.0000	27,983.00
			TOTAL	27,983.00

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.