

931



# Town of Nags Head

Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone 252-441-5508  
Fax 252-441-0776  
www.townofnagshead.net

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 12-00994

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

  
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 10<sup>th</sup> day of October 2011, 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 Crowder Gulf, 5435 Business Parkway, Theodore, Alabama 36585-1615 (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:

Grinding of all brush including but not limited to trees and limbs located on the brush yard at 2211 S. Lark Avenue, Nags Head, NC., across from the Public Works complex, being within the TOWN's standard of acceptable finished product. Liquidated damages are applicable in the amount of \$50.00 per day and will begin accruing after the final completion date of October 21, 2011.

Total contract price shall be no more that \$7,500.00 (Seven thousand five hundred dollars and no cents), in accordance with CONTRACTOR'S quote submitted on September 28, 2011 (copy attached). The work is scheduled to commence on October 12, 2011.

2. DESCRIPTION OF PROJECT

Work under this contract consists of grinding of all brush that is located at the TOWN's brush yard at 2211 S. Lark AVENUE, Nags head, NC 27959. The grinder will have a 5" grate. All material will be left on site.

3. TERM OF CONTRACT

The term of this CONTRACT for is from October 10, 2011 to October 30, 2011. 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

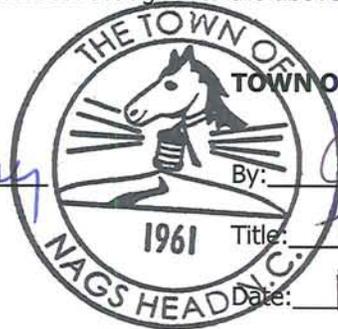
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

12. SIGNATURES

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

Witnessed or Attested By:

Michelle Gray



**TOWN OF NAGS HEAD**

By: [Signature]

Title: TOWN Manager

Date: 10/11/11

Wesley Naile

Corporate Seal:

**CONTRACTOR**

By: [Signature]

Printed Name: JOHN RAMSAY

Title: PRESIDENT

Date: 10-10-11

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

[Signature] 10-11-11  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]  
TOWN ATTORNEY

# CrowderGulf

## Disaster Recovery & Debris Management

5435 Business Parkway  
Theodore, Alabama 36582

Office: 800.992.8207  
Fax: 251.459.7433

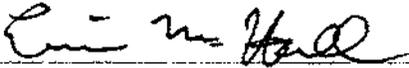
---

### PROPOSAL

TO: Town of Nags Head  
ATTN: Ralph Barile  
DATE: 9.28.11  
FROM: CrowderGulf  
Eric Hall  
Debris Reduction Manager  
251-379-5909  
407-716-9346

CrowderGulf does herein propose to grind to unscreened mulch approximately 3,000 cubic yards of vegetative storm debris currently stock piled at the town's Public Works yard across from 2200 Lark. Chips will be left stock piled. All work to be completed in a substantial workman like manner for the lump sum of \$7,500.00. Any additional work shall be negotiated and a written task order issued and signed by both parties.

OFFERED BY:  
Eric M. Hall  
Debris Reduction Manager



Eric M. Hall  
9.28.11

ACCEPTED BY:

\_\_\_\_\_  
Town of Nags Head

\_\_\_\_\_  
Date \_\_\_\_\_

RALPH BARILE  
 NAGS HEAD PUBLIC WORKS  
 2200 LARK AVE  
 NAGS HEAD, NC 27959

12-00994

ORDER DATE: 10/10/11  
 REQUISITION NO: R1200328  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS: Destination

VENDOR #: CROWD010

CROWDERGULF  
 5435 BUSINESS PARKWAY  
 THEODORE, AL 36582-1615

Phone: (800)992-6207 Fax: (251)459-7433

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Grinding of Brush work will not start until contract is fully executed.	2-10-580-5-5445-00 CONTRACTED SERVICES	7,500.0000	7,500.00
			TOTAL	<u>7,500.00</u>

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.



931

**Town of Nags Head**

Post Office Box 99  
Nags Head, North Carolina 27959  
Telephone 252-441-5508  
Fax 252-441-0776  
www.townofnagshead.net

**ORIGINAL**

**Crowder Gulf Grinding of Brush**

**Contract Change Order Number 1**

Dated October 14, 2011

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 12-00994

THIS CONTRACT is made and entered into this the 14<sup>th</sup> day of October 2011, 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 Crowder Gulf, 5435 Business Parkway, Theodore, Alabama 36585-1615 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **CHANGES TO SERVICES TO BE PROVIDED/ AND AGREED/ COMPLETION TIME**

This change order involves the addition of 250 Cubic Yards of brush to the pile which is located at the Town of Nags Head Bulk Item Yard. Total cost of this change order is \$500.00 (Five hundred dollars and no cents), in accordance with CONTRACTOR's Change Proposal, dated 10-13-11 (copy attached). The additional work is required because of additional brush that was added to pile since the date of the original quote that was given on 9-28-11.

Original Contract price:	\$7,500.00
Amount added by this CO (No.1)	<u>\$500.00</u>
Revised Total Contract amount:	\$8,000.00

This Change Order involves no change to the contract completion date of October 21, 2011.

2. SIGNATURES /

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

Witnessed or Attested By:

**TOWN OF NAGS HEAD**

Carolyn M. Morris



By: [Signature]  
Title: TOWN MANAGER  
Date: 10/14/11

Ben Casey

**CONTRACTOR**



By: [Signature]  
Title: PROJECT MANAGER  
Date: 10/14/11

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

[Signature] 10/14/11  
Finance Officer

# CrowderGulf

## Disaster Recovery & Debris Management

5435 Business Parkway  
Theodore, Alabama 36582

Office: 800.992.8207  
Fax: 251.459.7433

---

### REQUEST FOR CHANGE ORDER

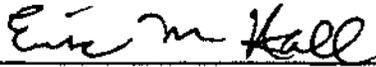
TO: Town of Nags Head  
ATTN: Ralph Barile  
DATE: October 13, 2011  
FROM: Eric Hall  
Debris Reduction Manager  
CrowderGulf  
251 379-5909  
407 716-9346

CrowderGulf does herein request a change order on P.O. 12-00994 in the amount of \$500.00 to be added to our original amount of \$7500.00 for a total of \$8000.00

#### Reason for request:

Our original proposal dated 9.28.11 was based on a static pile of debris estimated at 3000 cubic yards. Debris has been added to the pile increasing our grinding time and costs. We estimate an additional 250 cubic yards of debris has been added to the pile.

Respectfully submitted by:  
Eric M. Hall



Eric M. Hall  
Eric M. Hall  
10.13.11