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### 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 # 12-01107

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

  
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 24th 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 36582-1615, (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:

**Post-storm debris loading and hauling as provided for under the interlocal agreement between Dare County and the TOWN, dated the 18<sup>th</sup> of June 2007 (copy attached). Rates to be charged are the "unit price" set forth on RFP No. 001-09, "Attachment H", submitted by CONTRACTOR (copy attached). CONTRACTOR shall not exceed \$7,600 (Seven Thousand Six Hundred dollars and no cents) in total contract costs without further authorization from the TOWN. This is based on an estimate of One Thousand cubic yards of vegetative and C&D debris, at \$7.60 (seven dollars and sixty cents) per cubic yard.**

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than October 26<sup>th</sup>, 2011. The contract completion date shall be December 1<sup>st</sup>, 2011 with time being of the essence. If CONTRACTOR fails to complete work under this contract by December 1<sup>st</sup>, 2011, 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 One hundred dollars and no cents \$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

This project consists of the collection, removal and hauling of storm generated debris to the designated disposal facility, as directed by TOWN personnel.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from October 24th, 2011 to December 15<sup>th</sup>, 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 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.

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

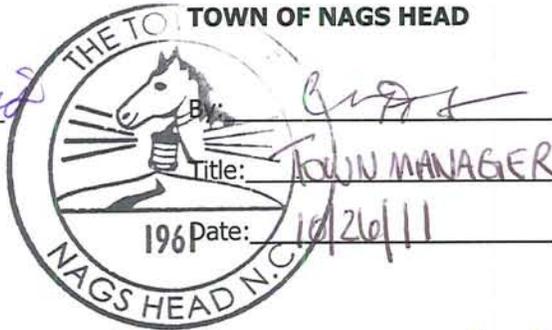
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

12. SIGNATURES

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

Witnessed or Attested By:

*Carolyn Helms*



*Melinda Kohle*

Corporate Seal:

**CONTRACTOR**

By: *[Signature]*

Printed Name: John Ramsay

Title: President

Date: 10/25/2011

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

*[Signature]* 10/27/11  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

*[Signature]*  
TOWN ATTORNEY

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**STATE OF NORTH CAROLINA  
COUNTY OF DARE**

**HURRICANE/DISASTER DEBRIS REMOVAL  
INTERLOCAL AGREEMENT**

This Agreement, made and entered into this the 18<sup>TH</sup> day of JUNE, 2007, by and between Dare County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and the Town of Nags Head ("Municipality"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

**RECITALS**

It is hereby determined and declared by the parties that:

A. In the event of a natural disaster, the President of the United States and/or the Governor of the State of North Carolina may declare Dare County a natural disaster area, making Dare County and the municipalities within Dare County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris.

B. In the event of a storm-related natural disaster, such as a hurricane, disaster debris cleanup is often a critical component of the disaster recovery process.

C. Debris cleanup on a county-wide basis requires a coordinated effort between the municipalities within the County, the County, state and federal agencies, and private contractors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety, and welfare is protected.

D. The disaster debris cleanup effort will require prioritizing areas for immediate cleanup, and perhaps temporarily suspending or rescheduling regular solid waste, yard waste, and recycling services.

E. The County is contractually obligated to provide disposal of all solid waste collected within Dare County pursuant to the Municipal Waste Management Agreements entered into between the County and the municipalities.

F. During a natural disaster in which the Dare County Control Group has been activated, decisions regarding debris cleanup are coordinated through the Control Group and implemented by the County.

G. In order to achieve the orderly and efficient cleanup of debris, it is appropriate that the County, in consultation with the Dare County Control Group, coordinate the County wide disaster debris collection effort through the County's solid waste collectors and contractors, and that cleanup efforts within the municipalities be conducted under the County's contracts for disaster debris cleanup, unless the Town has made alternative provisions to secure a separate contract for disaster debris cleanup.

H. The County, through a competitive bid process which included the possibility of cleanup activity within the Town as well as unincorporated Dare County, has entered into contracts with debris management companies ("Contractors") for debris cleanup following a natural disaster ("Contracts"), and the Town desires to reserve the right to utilize the County contract through this Agreement for debris cleanup within the Town.

I. The County and Town are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. In the event of a natural disaster, the County, upon activation of the Contracts by Dare County Control Group, shall coordinate the collection of disaster related debris cleanup pursuant to the terms and conditions of the Contracts in consultation with the Dare County Control Group.

2. Such cleanup shall include cleanup with the Town pursuant to the terms and conditions of the Contracts.

3. Pursuant to this Agreement, the Town shall:

a. Identify contact personnel to coordinate with County and the Contractors cleanup activity within the Town's jurisdiction.

b. Provide personnel to serve as field inspectors to monitor debris loading and issue debris load tickets, and to validate load tickets and record truck volumes at disposal sites pursuant to the Contracts.

c. Assume all responsibility for coordinating directly with the Contractors in seeking Federal and state disaster relief reimbursement of expenditures incurred from cleanup work performed by the Contractors pursuant to the Contracts.

d. Secure Right-of-Entry Agreements from property owners within the jurisdiction of the Town as necessary.

e. Negotiate with the Contractors for any expenditures for debris cleanup no reimbursement by Federal or state disaster relief assistance.

f. Cooperate in good faith with the Dare County Control Group and Contractors in the disaster recovery and cleanup process.

4. Pursuant to this Agreement, the County shall:

a. Coordinate, in consultation with the Dare County Control Group, debris cleanup, including prioritization of cleanup activities following a natural disaster, pursuant to the terms and conditions of the contract.

b. Respond in good faith effort to specific requests for assistance from the Town.

c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Town of such termination or modification.

5. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to cleanup work performed by the Contractors within the Town's jurisdiction when the Contracts are activated by the Dare County Control Group.

6. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.

7. This Agreement may be terminated in whole or in part in writing by either party provided that no termination may be effected under the other party is given not less than thirty (30) days prior written notice of intent to terminate.

8. This Agreement shall be modified only by the prior written approval of both parties.

9. Any notice, acceptance, request, or approval from either party to the other party shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery.

10. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.

11. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

12. This instrument contains the entire Agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

13. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF NAGS HEAD

*M. Renée Cahoon*  
M. Renée Cahoon, Mayor

ATTEST:

*Carolyn E. Morris*  
Carolyn E. Morris, Town Clerk

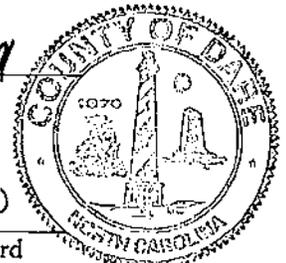


COUNTY OF DARE

*Warren C. Judge*  
Warren Judge, Chairman

ATTEST:

*Fran Harris*  
Fran Harris, Clerk to the Board



**CrowderGulf**  
Hurricane Disaster Debris Removal, Reduction and Disposal  
Dare County, North Carolina

**PRICE PROPOSAL FORM**

ATTACHMENT H

RFP NO. 001-09

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
1	Reduction of Burnable Debris through the Air Curtain Incineration	1.2 Million	CY	\$ 1.70	\$2,040,000.00
2	Disposal of Non-Burnable Debris and Ash <i>(See Note Below)</i>	2.8 Million	CY	\$ 3.50	\$9,800,000.00
3	Reduction of Burnable Debris by Chipping and Grinding	1.2 Million	CY	\$ 3.00	\$3,600,000.00
4	Reduction of Stumps				
	0-12"	24 each	Stump	\$ 0.00	\$ 0.00
	12"-24"	24 each	Stump	\$ 0.00	\$ 0.00
	24"-36"	24 each	Stump	\$ 100.00	\$ 2,400.00
	36"-48"	24 each	Stump	\$ 200.00	\$ 4,800.00
	48"+	24 each	Stump	\$ 300.00	\$ 7,200.00
5	Site Preparation and Site Closure – Time & Material	1	Hourly	Per Enclosed Equipment Rates	
6	Public Property and Right of Way pickup and hauling to a designated temporary Debris Management Site or Disposal Facility selected by the County (one way miles)	4,000,000	CY	\$ 7.60	\$30,400,000.00

**ESTIMATED QUANTITIES – FOR BIDDING PURPOSES ONLY**

Unit prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 4,000 cubic yards of debris consisting of 2,800,000 cubic yards of mixed debris and 1,200 cubic yards of vegetation; 800,000 cubic yards of vegetation chipped, 400,000 cubic yards of vegetation burned, and 2,800,000 cubic yards of mixed debris not processed; all Temporary Debris Management Sites are within ten miles of a pickup point and most are within five (5) miles; Material densities are assumed to be 300 pounds per cubic yard for vegetation, 500 pounds per cubic yard for mulch, and 700 pounds per cubic yard for mixed debris. Volume reduction assumed to be 40% for grinding and 90% for burning.

**Formulas For Bidding Purposes**

2 ½ Cubic Yards of C&D = 1 Ton  
4 ½ Cubic Yards of Vegetation = 1 Ton

**NOTE: This price is for loading and hauling of debris up to 25 miles from the TDSRS; for all miles over 25 add .09/cy/mile. CrowderGulf will pay tipping fee at final disposal and back charge the County at cost.**

P:

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

12-01107

ORDER DATE: 10/24/11  
REQUISITION NO: R1200362  
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
1000.00	Vegetation and C&D Debris PU Additional remaining Vegetative and C&D Debris needed to be picked up.	2-10-500-3-5445-00 CONTRACTED SERVICES	7.6000	7,600.00
			TOTAL	7,600.00

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.