

Town of Nags Head  
Public Works Contract Review Cover Form

**Your review and comments are needed no later than:**

**2-13-2024**

Contract Name : Cart Rollout/Rollback Service

Contract Originator: Karen Heagy

X New contract     Change Order     Task Order  
 X Service Contract     Equipment Contract     Engineering Contract     Construction Contract

Reviewer	Approval Date	Revisions to be made
Finance Director	2-26-24 2/26/24	
Town Clerk	2/8/2024	
Town Attorney	N/A	N/A <b>Review is not required IF THERE IS NO SIGNIFICANT CHANGE TO CONTRACT LANGUAGE.</b>

**Benjamin Cahoon**  
Mayor

**Michael Siers**  
Mayor Pro Tem

**Andy Garman**  
Town Manager



## Town of Nags Head

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**Kevin Brinkley**  
Commissioner

**Bob Sanders**  
Commissioner

**Megan Lambert**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER #20240373

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

\_\_\_\_\_  
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 13 day of February 2024 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 Trash Detail, LLC., 1104 W. Colonial Avenue, Elizabeth City, NC 27909, (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 provide Cart Rollout & Rollback service to all residential houses that take direct access to NC 12 or SR 1243 for Monday & Thursday service days for time periods May-June 2024 and July-October 2024 as per attached Quotes dated January 26, 2024 and February 7, 2024.**

Total contract price is \$201,600.00 (Two Hundred One- Six Hundred dollars and zero cents.) Price is in accordance with CONTRACTOR's quotes, dated January 26, 2024 and February 7, 2024 (referenced above) plus applicable North Carolina taxes.

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this will commence no later than MAY 1, 2024. The completion date shall be OCTOBER 31, 2024.

## 2. DESCRIPTION OF PROJECT

The CONTRACTOR shall roll trash and/or recycle carts from the home (private property) to the street (public right-of-way) on the day prior to trash/recycle collection days and position the carts so that they may be serviced with the Town's automated trash collection trucks. When the trash and/or recycle carts have been emptied, the carts will be returned from the street (public right-of-way) to the home (private property) on the day of collection.

- The CONTRACTOR shall place door tags at any property where access to the cart is obstructed on the day that the cart is to be rolled out. The CONTRACTOR will not be responsible to return to the home to service the cart, but the door tag shall serve as a reminder to the occupant to roll the carts to the street for collection.
- The CONTRACTOR shall guarantee to continuously service the property during the terms of the CONTRACT regardless of weather, holidays, etc. unless otherwise communicated by the TOWN to the CONTRACTOR.
- In the event of an impending weather event, the TOWN may request adjustments be made to positioning of the carts at the street and/or the timing of SERVICES.
- The CONTRACTOR report carts in need of repair or replacement to the TOWN so that continuous service may be provided to the home. The CONTRACTOR will not be responsible to SERVICE full trash and/or recycle carts that are not able to be rolled to the street. When possible. The CONTRACTOR will place empty, damaged carts upside down near the street for collection by the TOWN.

Location of SERVICES:

- The CONTRACTOR shall be responsible to provide SERVICES to all homes in which the driveway takes direct access to South Virginia Dare Trail ( NC 12) and Old Oregon Inlet Road ( SR 1243) within the municipal limits of the TOWN OF NAGS HEAD.

## 3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 13, 2024, 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 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 in which SERVICES are completed. 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 who are employed for 9 months or more during a 12-consecutive period; 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, and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

11. IRAN DIVESTMENT ACT CERTIFICATION

CONTRACTOR certifies that CONTRACTOR is not listed on the list of persons who engage in investment activities in Iran, which list is created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 of the Iran Divestment Act.

12. 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.

13. 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.

14. SEVERABILITY

The provisions of this CONTRACT are separate and divisible. In the event that any provision of this CONTRACT shall be held invalid, the remaining provisions shall be construed and shall be valid as if the invalid provisions were not a part of this CONTRACT.

15. SIGNATURES

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

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**TOWN OF NAGS HEAD**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Town Manager

Date: \_\_\_\_\_

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**CONTRACTOR**

Corporate Seal (I/A)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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“This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.”

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Finance Officer