

#1052

ORIGINAL



Robert C. Edwards
Mayor

Susie Walters
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

M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 14-02382

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

(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 3rd day of April 2014, 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 Earth-Saver LLC., 328 Oak Run, Kitty Hawk, NC 27949, (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:

Project consists of an office remodel to the existing office building located at 5401 S. Croatan Hwy., Nags Head, NC. 27959. In accordance with Design plan documents and specifications titled "Town of Nags Head 2nd Floor Office Remodel", as prepared by Beacon Architecture & Design, dated 11-27-2013.

Total contract price is \$ 42,500.00 (Forty Two Thousand Five Dollars and no Cents). As per attached Proposal dated 3/7/2014.

It is mutually agreed by and between the TOWN and CONTRACTOR that construction or work under this contract will commence April 3, 2014. The contract completion date shall be July 31, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by July 31, 2014 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 sum of \$100.00 shall be due from CONTRACTOR, 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

The work consists of, but is not limited to, the addition of four offices in a formerly open office space on the 2nd floor of the north wing of Town Hall. New walls, doors and frames, mechanical, electrical and finishes shall match existing. It is the intent that the new construction be indistinguishable from the existing construction.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from April 3, 2014 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. If any SERVICES are performed on or before June 30, 2014 pursuant to this Contract and the Town has not received an itemized invoice for such SERVICES on or before June 30, 2014, then the Contractor shall submit to the Town on or before June 30, 2014 an itemized invoice for all such SERVICES. 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

13. SIGNATURES

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

Michelle H. Gray
Witnessed or Attested By:



TOWN OF NAGS HEAD

By: [Signature]
Title: Town Manager
Date: 4/2/14

[Signature]
Witnessed or Attested By:

Corporate Seal:

CONTRACTOR

By: [Signature]
Printed Name: DENNIS LIVER
Title: MANAGING MEMBER
Date: 4-3-14

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

[Signature] 4-2-14
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

This Contract is contingent upon Board Approval.

PROPOSAL

for

TOWN HALL 2ND FLOOR OFFICE REMODEL TOWN OF NAGS HEAD

General project description: The work consists of, but is not limited to, the addition of four offices in a formerly open office space on the 2nd floor of the north wing of Town Hall. New walls, doors and frames, mechanical, electrical and finishes shall match existing. It is the intent that the new construction be indistinguishable from the existing construction. Design specifications are attached hereto and within the construction plan documents as described in the plans titled, "Town of Nags Head 2nd Floor Office Remodel", as prepared by Beacon Architecture & Design, dated 11-27-2013.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Town of Nags Head for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Town of Nags Head for the sum of:

BASE BID: FORTY TWO THOUSAND FIVE HUNDRED + $\frac{00}{100}$ DOLLARS \$ 42,500 $\frac{00}{100}$

Respectively submitted this SEVENTH day of MARCH 2014

(Contractor)

Federal ID#: 20-3286620

By: DENNIS SAVER

License #: 58599

Title: OWNER
(Owner, partner, corp. Pres. Or Vice President)

Address: 328 OAK RUN

KITTY HAWK NC 27949



TOWN OF NAGS HEAD
PO BOX 99
5401 SOUTH CROATAN HIGHWAY
NAGS HEAD, NC 27959
Phone: (252)441-5508

Purchase Order/Voucher

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 14-02382

SHIP TO

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

VENDOR Vendor #: EARTH020

EARTH SAVER LLC
 328 OAK RUN
 KITTY HAWK, NC 27949

ORDER DATE: 04/04/14
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 256-0848
 VENDOR FAX #: (252) 261-2931
 REQUISITION #: R1400750

MAIL INVOICE TO: ATTN: ACCOUNTS PAYABLE
 P.O BOX 99
 NAGS HEAD, NC 27959

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Town Hall Office Remodel Proj Please do not fax po As per Contract	10-530-4-5772-00 CAPITAL OUTLAY BUILDINGS	42,500.0000	42,500.00
			TOTAL	=====
				42,500.00

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER
 REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL
 CONTROL ACT.

 FINANCE OFFICER

 PURCHASING AGENT

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 the vendor for purchasing.