

1150



Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager

M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

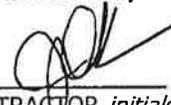
Marvin Demers
Commissioner

Town of Nags Head
Post Office Box 99
Nags Head, North Carolina
27959
Telephone 252-441-5508
Fax 252-441-0776
www.nagsheadnc.gov

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT 16-02428
PURCHASE ORDER # _____

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


(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 9th day of April 2016, 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 Harrellsville Metal Works, Inc., 2015 B Hwy. 561 East Harrellsville, NC 27942, (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 necessary materials, equipment and labor to replace the PW Fuel Pump Canopy which is located at 2200 S. Lark Ave, Nags Head, NC 27959. Work will be done in accordance with Proposal Dated March 31 2016 (see attached).

Total contract price is \$ 7,106.00 (Seven Thousand One Hundred Six dollars and no cents).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence on or after April 9, 2016. The contract completion date shall be July 15, 2016 with time being of the essence. If CONTRACTOR fails to complete work under this contract by July 15, 2016, 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 **\$250.00** shall be due from CONTRACTOR as liquidated damages, and not by way of penalty, 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 the following:

Installation of one (1) Mason Corporation overhead supported canopy measuring 9' wide (projection) x 20' long.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from April 9, 2016 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 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.

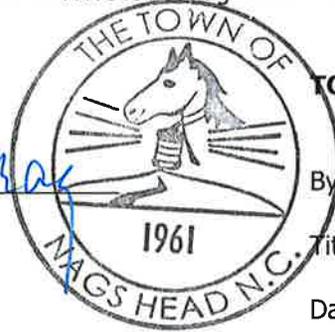
6. INSURANCE AND INDEMNITY

13. 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: 5/27/16

[Signature]
Corporate Seal:

CONTRACTOR

By: *[Signature]*

Printed Name: JULIE KENNINGTON

Title: SECRETARY / TREASURER

Date: 5/23/16

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

[Signature]
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



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. 16-02428

SHIP TO

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

VENDOR

Vendor #: HARRE020

HARRELLSVILLE METAL WORKS INC
 PO BOX 385
 2015B HWY 561 EAST
 HARRELLSVILLE, NC 27942

ORDER DATE: 04/04/16
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 356-2912
 VENDOR FAX #: (252) 356-2626
 REQUISITION #: R1600893

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	PW Fuel Pump Canapy replace Please do not fax this is contract work	10-530-4-5435-00 MAINT/REPAIR BUILDINGS	7,106.0000	7,106.00
			TOTAL	=====
				7,106.00

E-Verify Compliance Assurance by Vendor/Contractor: By accepting this purchase order from Town of Nags Head, I verify that I understand that E-Verify program operated by the United States Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, I confirm that I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes, which requires that the Contractor participate in E-Verify if it has at least 25 qualified employees. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a): By acceptance of this purchase order, vendors, contractors, and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

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.



P.O. Box 385
2015 B Hwy. 561 EAST
HARRELLSVILLE, NC 27942
(252) 356-2912 PHONE
(252) 356-2626 FAX

March 31, 2016

Town of Nags Head
P.O. Box 99
Nags Head, NC 27959
Phone: 252-449-4213 / Fax: 252-441-3350
Attn: Mike Norris

We at Harrellsville Metal Works, Inc. are pleased to submit the following proposal.

Harrellsville Metal Works, Inc. will provide labor, material and equipment to do the following. We will install one (1) Mason Corporation overhead supported canopy measuring 9' wide (projection) x 20' long on an existing metal building. As per on-site discussion with Trey Kennington, President H.M.W., Inc.

- Notes: 1. Color is to be White or Bronze.
2. Engineered drawings NOT included. If needed please add \$1,200.00 to the total price.

Total price is \$7,106.00.

Terms: Signature and purchase order number upon execution of proposal.
Balance due upon completion.

Thank you.


Julie Kennington
Vice President

To accept the proposal and terms above please sign and date below.

X: _____ Date: _____