Robert O. Oakes, Jr.
Mayor

Doug Remaley
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

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 15-02321

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

A.T.
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 13th day of March 2015, 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 OBX Buildiers, 2600 N. Croatan Hwy. Kill Devil Hills, NC 27948, (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 and labor to replace exterior siding at the Board of Commissioners Building located at 5401 Croatan Hwy, Nags Head, NC 27959. Work will also be done in accordance with quote dated March 12, 2015 (see attached).

Total contract price is $ 9,000.00 (Nine thousand dollars and no cents). Price is in accordance with proposal, dated 3/12/2015.

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence March 27, 2015. The contract completion date shall be April 30, 2015 with time being of the essence. If CONTRACTOR fails to complete work under this contract by April 30, 2015, 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:

- Demolition
  - Remove any damaged wood on exterior that may impede application of siding.
  - Remove all signage and gutters and save to reinstall
- Installation
  - Install 30lb felt around entire building.
  - Install Mastic D5 Cedar Discovery siding.
  - Install all associated trims, corners, j-channel and coil stock around window trim.
  - Install soffit and fascia around entire building.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from March 13, 2015 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

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; 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.

11. 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.

12. 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.

13. SIGNATURES

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

Witnessed or Attested By:

TOWN OF NAGS HEAD

By: _____

Title: 3-20-15

Date: Town Manager

Corporate Seal:

CONTRACTOR

By: _____ III

Printed Name: ALBERT L. THOMAS III, OBX BUILDERS

Title: CONTRACTOR, GEN, MGR

Date: 3-13-2015

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

3-20-15

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

TOWN ATTORNEY

The Town of Nags Head
5401 S. Croatan Hwy
Nags Head, NC 27954

From: OBX Builders
Albert L. Thomas III
Building Contractor
Date: March 12, 2015
To: Mike Norris
Facilities Maintenance Superintendent
Re: Adhere "Mastic" Cedar Discovery vinyl "slate grey" siding to the "Planning Board" Building.

OBX Builders Proposes:

The Town of Nags Head has the option of matching all the corners, j-channel around the entire building using the slate grey color. Accent should be considered for the soffit and window trim (white).

Demolition

- Remove any damaged wood on exterior that may impede application of siding.
- Remove all signage and gutters and save to reinstall

Installation

- Install 30lb felt around entire building.
- Install Mastic D5 Cedar Discovery siding.
- Install all associated trims, corners, j-channel and coil stock around window trim.
- Install soffit and fascia around entire building.

OBX Builders, Inc. - 2600 N. Croatan Highway - Kill Devil Hills, NC 27948
Phone: (252) 441-3894 • Fax: (252) 480-2042 • Email: info@obxbuilders.com • Web: www.obxbuilders.com

In essence, OBX Builders will wrap the entire Town of Nags Head Planning Board Building with heavy duty felt and apply any extra caulking or flashing to assure a quality waterproof seal.

OBX Builders will supply all permits, clean site daily, and perform all work in a professional manner. The vinyl siding that accompanies this proposal is of the highest quality vinyl siding (230 mph rating). A sample is available for inspection. I have visited the site several times and chose "Mastic" because of the quality, NGSB standards, hurricane rating and matching characteristics to the Town Hall Building.

Once accepted we will complete the project in two point five weeks. This is after the Town of Nags Head building permit is issued.

We would like the opportunity to serve The Town of Nags Head and work in close collaboration with Mike Norris. Please let us know if we may serve your request.

Price: $9,000.00

Sincerely Yours

Albert L. Thomas III, General Manager OBX Builders
NC Licensed Building Contractor, Commercial and Residential Lic#73267

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. 15-02321

SHIP TO

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

VENDOR Vendor #: OBXBU010

OBX BUILDERS INC
1410 S VIRGINIA DARE TRAIL
KILL DEVIL HILLS, NC 27948

ORDER DATE: 03/13/15
DELIVERY DATE:
STATE CONTRACT:
VENDOR ACCT NUM:
VENDOR PHONE #:
VENDOR FAX #:
REQUISITION #: R1500761

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	BOC Siding Project	10-530-4-5435-00	9,000.0000	9,000.00
		MAINT/REPAIR BUILDINGS		
	Please do not fax po			
				==========
			TOTAL	9,000.00

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.*

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.