

BOARD OF COMMISSIONERS

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COUNTY OF PAMLICO

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

COUNTY MANAGER

TIMOTHY A. BUCK

ASST. COUNTY MANAGER

JUSTIN OAKES

CLERK TO THE BOARD

CHANTELLE M. ALLISON

COUNTY ATTORNEY

DAVID B. BAXTER, JR.

ISSUED: April 5, 2023

PAMLICO COUNTY SEEKS QUOTES TO PERFORM THE FOLLOWING WORK AT "ALLIANCE PARK",
47 Ball Field Road, Alliance NC 28509:

Quote: Replace existing poured rubber playground surface

Description of work:

1. Remove and dispose of approximately 6000 square feet of the existing poured in place rubber surface. Quote should include costs of all work and fees.
2. Prepare surface by removing unsuitable soils.
3. Place and compact 4" of compacted 57 (or agreed substitute) stone base (approximately 150 tons of stone) to receive the new rubber surface. If unsuitable sub-base is encountered extra charges may be incurred.
4. Install drainage run to day light or to drain area.
5. Pour in place rubber installed in use zone of equipment and area that was previously surfaced (approximately 6000 sf). Thickness is to accommodate equipment fall heights and to handicapped access standards. Color to be agreed on by Pamlico County Staff. Surface should not include recycled black rubber. Pour is to be a monolithic slab without seams.

Request the following quotes:

- 1) Perform scope work listed in this request for quotes (Items 1-5).
- 2) Per unit price for additional installed stone base

Selected contractor should have any licenses needed to perform work listed above and is responsible for obtaining necessary permits.

Contractor will be required to sign Contracted Services Agreement as identified in Attachment A.

Quotes can be emailed to Public Services Director Jeremy Forbes at

jeremy.forbes@pamlicocounty.org

For questions contact Jeremy Forbes at (252) 745-4240.

Deadline to submit quotes is 2:00 PM, April 17, 2023

Pamlico County reserves the right to reject any and all quotes.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into effective as of the ___ day of _____, 2023 (the “Effective Date”), by and between PAMLICO COUNTY, a North Carolina body politic (the “County”) and _____, a North Carolina limited liability company/corporation (the “Contractor”).

RECITALS

WHEREAS, the County solicited proposals from various contractors and awarded the contract to Contractor based on Contractor’s response to the County’s Request for Quotes (“RFQ”), such RFQ and Contractor response are attached hereto as Exhibit A, which is incorporated by reference as if fully stated herein.

WHEREAS, the County desires to engage Contractor to perform certain services, and Contractor desires to perform such services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply equipment, material and personnel as specifically requested in writing by the County to perform the services described in Exhibit A attached hereto (collectively, the “Contractor Services”).

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers’ compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the County and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the County and Contractor may have other business interests and may engage in other activities in addition to those relating to the County.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate once the work under the contract is complete and final payment is made or as otherwise terminated as provided within this contract document.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of ten (10) days after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. The County or Contractor may terminate this Agreement without cause and at any time for any reason without any further obligation to the other party by providing the other party with thirty (30) days written notice. In the event of termination in accordance with this Paragraph, the County shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the County shall be liable for the same until such amounts are fully and finally settled.

6. Compensation. The County will pay Contractor in accordance with this Agreement and pursuant to the payment schedule contained in the RFQ response attached hereto as Exhibit A.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes. Notwithstanding, the County may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the County shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000 per claim and \$2,000,000 aggregate, and naming the County and any employees and elected officials of the County as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the County and any employees and elected officials of the County and Pamlico County, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the County. Contractor shall furnish the County as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation

insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

10. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the County, which shall not be unreasonably withheld.

11. Non-Discrimination. The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, national origin or any other class protected by law.

12. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to principles of conflict of laws. Venue of any dispute concerning this Agreement shall be exclusively in Pamlico County, North Carolina. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:

If to the County:

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the County's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the County may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the County on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both County and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the County, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the County.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

(l) The following access to records requirements apply to this Agreement:

(i) Contractor agrees to provide the County, the State of North Carolina, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (iii) Contractor agrees to provide the County, the State of North Carolina, or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (m) This is an acknowledgement that grant assistance will be used to fund the Agreement. Contractor will comply with all applicable federal and state law, regulations, executive orders, policies, procedures, and directives.
- (n) As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- (o) Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. § 147-86.60) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.
- (p) The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this restriction.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

- PAMLICO COUNTY

By: _____

By: _____

_____, President

Name: _____

Title: Chairman

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

Pamlico County Finance Officer

Date: _____

EXHIBIT A

RFQ RESPONSE/SCOPE OF SERVICES/COMPENSATION