



845

Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20090807

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

PH
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 15th day of April 2009, 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 Harbor Woodworks, P.O. Box 303, Manns Harbor, NC 27953 (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 materials and labor to install up to 3,950' (Three thousand nine hundred fifty feet) of Sand Fencing, and in addition to provide labor to install 4,500' (Four thousand five hundred feet) of town furnished materials at locations to be specified by the Town's Project Manager. The locations include all Town public beach accesses, as well as Town approved private oceanfront properties. Town approval will depend upon a site's compliance with CAMA Regulations and accessibility by CONTRACTOR's vehicles. Approved private property locations will be provided to the CONTRACTOR by the TOWN's Project Manager. Sand fencing shall be installed in accordance with NC-DENR Division of Coastal Management regulations. Work will also be done in accordance with the project specifications entitled "Standard Provisions", as prepared by Town of Nags Head Public Works Department, and dated March 24, 2009 and the CONTRACTOR's Bid Form, dated April 3, 2009 (copies of both attached).

Total contract price is a Not to Exceed amount of \$24,000.00 (Twenty-four Thousand dollars and no cents). Price is in accordance with Contractor's proposal, dated April 3, 2009.

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than April 20, 2009. The contract completion date shall be May 21, 2009 with time being of the essence.

2. DESCRIPTION OF PROJECT

Work under this contract consists of the installation of sand fencing in ten foot (10') sections along the oceanfront at specified locations throughout the Town of Nags Head. Work will be done under the general guidance of the Town's Project Manager, the Public Works Director, or his designee.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from April 15, 2009 to May 31, 2009. 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.

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 for SERVICES performed as described below:

Labor to be paid upon completion of the 1st 50 rolls;
Labor to be paid upon completion of the next 40 rolls;
Labor and Materials to be paid upon each 50 rolls installed thereafter.

Payment will be processed promptly upon receipt of invoices and approval by the TOWN for payment.

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. 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.

10. 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.

11. CONTRACT DOCUMENTS/AMENDMENTS

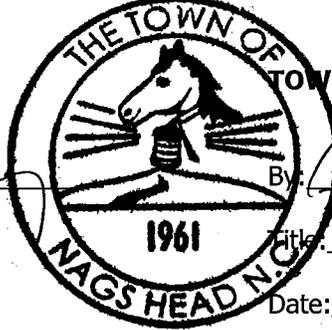
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

12. SIGNATURES

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

Witnessed or Attested By:

Michelle H. Gray



TOWN OF NAGS HEAD

By: Charles L. Cameron

Title: Charles L. Cameron

Date: 4-15-09

Karen Costello

Corporate Seal:

CONTRACTOR

By: Paul Hinson

Printed Name: PAUL HINSON

Title: PRESIDENT

Date: 4-14-09

"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, NORTH CAROLINA
Public Works Department



Sand Fencing Project

LOCATION: Town of Nags Head

DESCRIPTION: Sand Fencing

DATE: March 24, 2009

BID OPENING: April 03, 2009

Contractor Information:

PAUL HINSON DBA HARBOR WOODWORKS
NAME OF BIDDER

PAUL HINSON
CONTACT PERSON

P.O. Box 303
ADDRESS OF BIDDER

MANN'S HARBOR, NC 27953
ADDRESS OF BIDDER

252 - 216 - 8836
PHONE NUMBER(S)

N/A
Contractor's License Number

RETURN BIDS TO:

Dave Clark.
Nags Head Public Works Director
2200 S. Lark Avenue
Nags Head, NC 27954
(252) 449-4201

STANDARD PROVISIONS

GENERAL

This contract is for furnishing materials and installation of sand fencing for locations in Nags Head, in Dare County, North Carolina.

The Contractor shall keep himself fully informed of CAMA regulations for installation and placement of sand fencing and shall comply with those regulations. See exhibits "D" and "E", attached hereto.

AUTHORITY OF THE PUBLIC WORKS DIRECTOR

Nags Head's representative for this project shall be the town Public Works Director acting directly or through his duly authorized representatives. The Public Works Director will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

UTILITY CONFLICTS

Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Public Works Director three (3) working days in advance of beginning work on this project. The Contractor shall give the Public Works Director sufficient notice of all operations for any sampling, inspection or acceptance testing required.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with specifications.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and legal state or national holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business and to execute the orders or directions of the Public Works Director. This employee will be capable of conversing in English.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing,

and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Public Works Director or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Public Works Director.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein.

DEFAULT OF CONTRACT

The Public Works Director as representative for the Town of Nags Head shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract.

BANKRUPTCY

The Town, at its option, may terminate the contract upon the filing by the contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

PAYMENT AND RETAINAGE

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Public Works Director. The amount of partial payments will be based on the work accomplished and accepted as of the last day of the approved pay period.

All requests for payment shall be made on the form furnished to the Contractor by the Public Works Director. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

An amount equal to ten percent (10%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

LIABILITY AND WORKMAN'S COMPENSATION INSURANCE

The Contractor shall obtain from an insurance company, duly authorized to do business in North Carolina, Public Liability and Property Damage Insurance to protect his company and subcontractors performing work covered under this contract from claims which may arise from operations under this contract. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the Contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

Public Liability Insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident. Property Damage Insurance shall be in an amount not less than \$1,000,000.

The Contractor shall also obtain from an insurance company, duly authorized to do business in North Carolina, Workman's Compensation Insurance to protect his workers and his subcontractors' workers performing work covered under this contract from claims which may arise from operations under this contract. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the Contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

A certificate indicating the required insurance coverage will be provided with the signed contract naming the Town of Nags Head as an "also insured."

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is **April 6, 2009**. No work will be permitted and no purchase order will be issued until all prerequisite conditions and insurance certifications have been satisfied. The completion date for this project is **May 15, 2009** (no vehicles will be permitted on the beach after April 30th.)

The Town shall confirm with the contractor at the time of the Town's acceptance of the contract a "not to exceed quantity" for the contract issued. The contractor shall finish installation of fence units up to the "not to exceed quantity" on or before the completion date.

Failure to complete the work shall result in liquidated damages of **\$250.00** (Two Hundred and Fifty Dollars) per calendar day which shall be deducted from monies due the contractor for installed units of fence until completion of the specified number of units is completed.

SPECIFICATIONS

(See exhibits A through C for plan views.)

Sand fencing shall be constructed from evenly spaced thin wooden vertical slats connected with twisted wire, four feet in height and supported by three wooden stakes or posts per 10 foot section, one stake at each end and one in the middle.

Wooden posts or stakes shall be untreated either 2" x 4" x 8' or 3" diameter round x 8'.

Sand fencing shall be untreated, unfinished, biodegradable, and be neutral in color (beige, tan, natural wood finish). Plastic fencing is not permitted.

2 x 4 posts shall be installed such that the fencing material is fastened to the 2" side of the 2 x 4

Fencing material shall be installed on the northeast side of the posts.

Sand fencing shall be installed at an angle no less than 45 degrees to the shoreline.

Fence units shall be spaced 10 feet apart.

Fence units shall not extend more than 10 feet waterward of the following locations, whichever is most waterward, as defined in 15A NCAC 7H .0305: the first line of stable natural vegetation, the toe of the frontal or primary dune, or erosion escarpment of frontal or primary dune.

Sandfencing shall be attached to the post or stakes in the following manner:

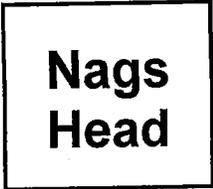
- 1) On each post, each wire in the fencing shall be attached to the post by an inch and a half (1.5") hot dipped galvanized fencing staple.
- 2) Contractor shall bend wire ends on the fence in a manner to prevent injury to pedestrian traffic.

Fencing shall be stretched tight and each unit shall be straight along its length with posts installed plumb and to the specified depth.

The tips of the 2 x4 or round posts may be sharpened / angled not to exceed 6 inches from the tip to aid in installation.

Before installing the fencing material, the contractor shall trench under the fence so that when installed the bottom of the fence is 3" below grade.

**Town of Nags Head
Contract Bid Form**



Estimated quantity approximately 215-315 units.
Quantity will be determined after bids are received.
Quantity may be less than estimate.

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Sand Fence to be furnished and installed by contractor per individual 10' unit of fencing installed	Each 10' Section	\$ 40.00

← Unit price bid amount entered herein is for the sand fence in Nags Head.

Print Contractor / Bidder: PAUL HINSON DBA HARBOR WOODWORKS

Print Authorized Agent: PAUL HINSON Title: OWNER

Signature Authorized Agent: Paul Hinson Date: 4-1-09

Print Witness: _____ Title: _____

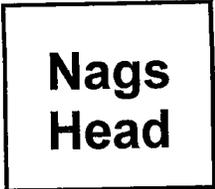
Signature Witness: _____ Date: _____

THIS SECTION TO BE COMPLETED BY NAGS HEAD

Reviewed by: _____ Date _____

Accepted by Town of Nags Head: _____ Date _____
Chairman, Nags Head Town of Commissioners

**Town of Nags Head
Contract Bid Form**



ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Sand Fence to be installed that will be provided by Town	Each 10' Section	\$ 18.00

← Unit price bid amount entered herein is for the sand fence in Nags Head.

Print Contractor / Bidder: PAUL HINSON DBA HANSON WOODWORKS

Print Authorized Agent: PAUL HINSON Title: OWNER

Signature Authorized Agent: *Paul Hinson* Date: 4-1-09

Print Witness: _____ Title: _____

Signature Witness: _____ Date: _____

THIS SECTION TO BE COMPLETED BY NAGS HEAD

Reviewed by: _____ Date _____

Accepted by Town of Nags Head: _____ Date _____
Chairman, Nags Head Town of Commissioners

(This form will have to be completed by the successful bidder prior to contract execution. It is not necessary to return it with the bid submission.)

FORM W-9

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name PAUL HINSON DBA HARBOR WOODWORKS
Address P.O. Box 303
MANN'S HARBOR, NC
27953

9 Digit Taxpayer Identification Number _____
Social Security Number 244-59-0858
Federal Employer Identification Number _____

Business Designation (Check One) Individual (Soc. Sec. #)
 Sole Proprietorship (Soc. Sec. #)
 Partnership (Fed. ID)
 Estate/Trust (Fed. ID)
 Corporation (Fed. ID)
 Public Service Corporation (Fed. ID)
 Governmental/Non-Profit (Fed. ID)

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

PAUL HINSON DBA HARBOR WOODWORKS
Print or type Name of Company

PAUL HINSON OWNER
Print or type Name of Company Agent or Individual Title

Paul Hinson 4-1-09 252-216-8836
Signature of Agent or Individual Date Telephone Number

NON-COLLUSION AFFIDAVIT

(To Be Executed and Returned With Quote)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

CONTRACTOR: PAUL HINSON DBA HANSON WOODWORKS

SIGNATURE: Paul Hinson TITLE: owner

NOTE - AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

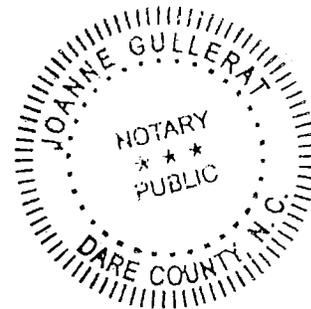
Subscribed and sworn to me this the
30th day of April, 2009

Joanne Gullerat
(Signature of Notary Public)

Of Dare County.

State of North Carolina

My Commission Expires: 1/29/14



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2009

INSURER (252) 441-4077 FAX: (252) 441-4775
 Harbor Banks Ins Agency, Inc
 2009 S. Croatan Highway
 P.O. Box 1918
 Kill Devil Hills NC 27948

INSURED
 Paul Hinson, DBA: Harbor Woodworks
 PO Box 303
 Manns Harbor NC 27953

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

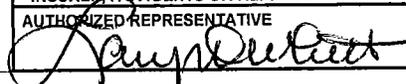
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Reliable	
INSURER B: Key Risk	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	HGL00241901	1/13/2009	1/13/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GENERAL AGGREGATE	\$ 2,000,000				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
		EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
		DEDUCTIBLE				AGGREGATE	\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC323201328200	1/16/2009	1/16/2010	WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
Town of Nags Head P o Box 99 Nags Head, NC 27959	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

PURCHASE ORDER



THE TOWN OF NAGS HEAD

P.O. BOX 99
 NAGS HEAD, NC 27959
 TEL (252) 441-5508
 FAX (252) 441-4680

PURCHASE ORDER #

20090807-00 FY 2009
 Page Number: 1

PURCHASE ORDER NUMBER REQUIRED ON ALL INVOICES

MAIL INVOICE TO:

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

VENDOR

HARBOR WOODWORKS
 PO BOX 303

 MANNS HARBOR, NC 27953

SHIP TO

PUBLIC WORKS % KAREN COSTELLO
 2200 LARK AVE

 NAGS HEAD, NC
 27959

Tel 252-475-1785

Requisition

0000054

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
1/14/09	007718	04/15/09		Public Works Facilities Main
LN	DESCRIPTION / PART NO.	QTY	COST EA.	EXT. PRICE
001	TO FURNISH MATERIALS AND LABOR TO INSTALL UP TO 3,950' OF SAND FENCING, AND IN ADDITION TO PROVIDE LABOR TO INSTALL 4,500' OF TOWN FURNISHED MATERIALS. THE PRICE OF \$24000 IS AN UP TO AND NOT TO EXCEED PRICE. 530-544404	1.0 Each	24000.00000	24,000.00
			PO Total	24,000.00
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 vendor for processing.				

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

[Signature]
 FINANCE OFFICER

[Signature]
 PURCHASING AGENT