



861

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 # 20100612

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


(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 30th day of March 2010, 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 Sanderling Construction, Inc., 517 Elm Court, 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 materials and labor to install up to 7610' (Seven thousand Six hundred ten feet) of Sand Fencing 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 8, 2010 and the CONTRACTOR's Bid Form, dated march 22, 2010 (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 March 22, 2010.

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence no later than April 5, 2010. The contract completion date shall be May 21, 2009 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 15, 2010, 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 amount of such damages shall be \$250.00 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.

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 March 30, 2010 to May 30, 2010. 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 and Materials to be paid upon completion of the first 50 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 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

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:



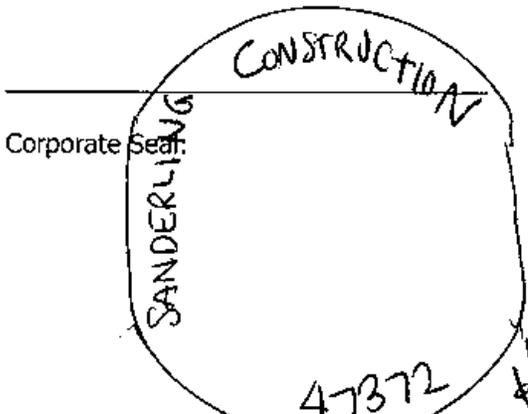
TOWN OF NAGS HEAD

Michelle A. Isaacs

By: *[Signature]*

Title: Town manager

Date: 3/31/10



Corporate Seal:

CONTRACTOR

By: *[Signature]*

Printed Name: HAL MOORE

Title: PRESIDENT

Date: 3/30/10

"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

31.50

TOWN OF NAGS HEAD, NORTH CAROLINA
Public Works Department



Sand Fencing Project

LOCATION: Town of Nags Head

DESCRIPTION: Sand Fencing

DATE: March 8, 2010

BID OPENING: March 22, 2010

Contractor Information:

SANDERLING CONSTRUCTION, INC.
NAME OF BIDDER

HAL MOORE
CONTACT PERSON

517 ELM COURT
ADDRESS OF BIDDER

KILL DEVIL HILLS, NC 27948
ADDRESS OF BIDDER

(252) 449-8940 (o) (252) 996-0079 (cell)
PHONE NUMBER(S)

47372
Contractor's License Number

RETURN BIDS TO:

Dave Clark
Nags Head Public Works Director
2200 S. Lark Avenue
P O Box 1916
Nags Head, NC 27959
(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 the fire department 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 duration 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,

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 5, 2010**. 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 20, 2010** (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.

Attn: Crystal

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 the erosion escarpment of the 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.

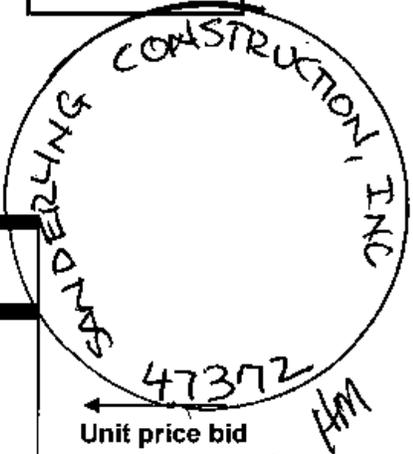
The tips of the 2 x4 or round posts may be sharpened / angled not to exceed 6 inches from the tip to aid in installation.

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**

**Nags
Head**

Estimated quantity approximately 820 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	\$ <u>31.50</u> Bid In words: THIRTY ONE DOLLARS AND FIFTY cents

47372
HM
Unit price bid amount entered herein is for the sand fence in Nags Head.

Contractor/Bidder (print): SANDERLING CONSTRUCTION, INC.

Authorized Agent (print): HAL MOORE Title: PRESIDENT

Signature Authorized Agent: [Signature] Date: 3/19/10

Witness (print): MELINDA BALDWIN Title: OFFICE MANAGER

Signature Witness: [Signature] Date: 3/19/10

THIS SECTION TO BE COMPLETED BY NAGS HEAD

Reviewed by: _____ Date _____

Accepted by Town of Nags Head: _____ Date _____
Nags Head Town Manager

NON-COLLUSION AFFIDAVIT

(To Be Executed and Returned With Bid)

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, or restraint of free competitive bidding in connection with this bid.

CONTRACTOR: SANDERLING CONSTRUCTION ^{INC.} #47372

SIGNATURE: [Handwritten Signature] TITLE: PRESIDENT

NOTE - AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to me this the

19 day of March, 2010

[Handwritten Signature]
(Signature of Notary Public)

Of Dare County.

State of North Carolina

My Commission Expires: 10/12/2014

(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 Town. **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 SANDERLING CONSTRUCTION, INC.
Address 517 ELM COURT
KILL DEVIC HILLS, NC 27948

9 Digit Taxpayer Identification Number _____
Social Security Number 241 02 1631
Federal Employer Identification Number 56-2199621

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.

SANDERLING CONSTRUCTION, INC.
Print or type Name of Company
HAL MOORE PRESIDENT
Print or type Name of Company Agent or Individual Title
Hal Moore 3/19/10 252 449 8940
Signature of Agent or Individual Date Telephone Number

Licenses Year

2010

Licenses No.

47372

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Sanderling Construction, Inc.
Kill Devil Hills, NC

is duly registered and entitled to practice

General Contracting

Limitation: Intermediate
Classification: Residential

until

December 31, 2010

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 19, 2010

This certificate may not be altered.



Michael S. Barber

Chairman

M. S. Barber

Secretary-Treasurer

CERTIFICATE OF INSURANCE
Farm Bureau Insurance of N.C., Inc.
North Carolina Farm Bureau Mutual Insurance Company

This is to Certify, that policies in the name of

**NAME
INSURED
and
ADDRESS**

Sanderling Construction Inc.
 c/o Hal Moore
 513 Elm Street
 Kill Devil Hills N.C. 27948

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR
 NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE
 AFFORDED BY ANY POLICY DESCRIBED HEREIN.**

are in force at the date hereof, as follows:

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
COMMERCIAL GENERAL LIABILITY		GL0484309	5/4/2009	5/4/2010	GENERAL AGGREGATE	\$ 1000
					PRODUCTS-COMP/OPS AGGREGATE	\$ 1000
					PERSONAL & ADVERTISING INJURY	\$ 1000
					EACH OCCURRENCE	\$ 1000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 100
					MEDICAL EXPENSE (ANY ONE)	\$ 5
AUTOMOBILE LIABILITY					CSL	\$
	SCHEDULED AUTOS				BODILY INJURY (PER PERSON)	\$
	HIRED AUTOS					
	NON-OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	GARAGE LIABILITY				PROPERTY DAMAGE	\$
EXCESS LIABILITY					EACH OCCURRENCE	AGGREGATE
	UMBRELLA				\$	\$
	OTHER THAN UMBRELLA FORM					
WORKERS COMPENSATION AND EMPLOYERS LIABILITY		WC0236713	6/16/2009	06/16/2010	STATUTORY	
					\$ 100 (EACH ACCIDENT)	
		NORTH CAROLINA W.C. COVERAGE ONLY			\$ 100 (DISEASE-EACH EMPLOYEE)	
					\$ 500 (DISEASE-POLICY LIMIT)	
OTHER						
ADDITIONAL INSURED (IF ANY):						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

In the event of any material change in, or cancellation of said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company

Dated: 3/19/2010

JOB LOCATION: Nags Head

Name of
 Company: North Carolina Farm Bureau Mutual Insurance Co.

CERTIFICATE ISSUED TO:

Ron Mills

AUTHORIZED REPRESENTATIVE

**NAME
and
ADDRESS**

Town Of Nags Head Public Works
 C/O Dave Clark
 Po Box 1916
 Nags Head N.C. 27959

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

NORTH CAROLINA FARM BUREAU Information Page NONASSESSABLE POLICY WC 00 00 D1A (2/90)

MUTUAL INSURANCE COMPANY
PO BOX 27427, RALEIGH, NORTH CAROLINA, 27611-7427

NCCI COMPANY NO. **17531**

Policy Number **WC 0236713**

Prior Policy Number **WC 0236713**

Item 1. INSURED. The Insured and Mailing Address

MEMBERSHIP NO.
0709261

SANDERLING CONST CO INC
C/O HAL MOORE
517 ELM CT
KILL DEVIL HILLS, NC 27948-9304

Individual Partnership Corporation Other: _____

Other workplaces not shown above:

Employer ID No.

Item 2. POLICY PERIOD.

The policy period is from **06/16/2009** to **06/16/2010 12:01 A.M.** Standard time at the Insured's Mailing Address

Item 3. COVERAGE.

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **NORTH CAROLINA**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.

The limits of our liability under Part Two are:

Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
\$ 100,000 each accident	\$ 500,000 policy limit	\$ 100,000 each employee

C. Other States insurance: Part Three of the policy applies to the states, if any, listed here: **NONE**

D. This policy includes these endorsements and schedules:

SEE SCHEDULE ATTACHED

Item 4. PREMIUM. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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SEE ATTACHED EXTENSION OF INFORMATION PAGE

Minimum Premium \$ 850	Deposit Premium \$ 856	Total Estimated Premium \$ 856
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0283159
Agency No.

RON MILLS
Agent Name

07/09/2009
Countersignature Date

L. M. Squires
L. M. SQUIRES
Authorized Representative

FORM SCHEDULE

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description
WC000000A	04 92	WORKERS COMPENSATION & EMPLOYERS LIABILITY INSUR.POLICY
WC000414	07 90	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419	01 01	PREMIUM DUE DATE ENDORSEMENT
WC000421C	09 08	CATASTROPHE(OTHER THAN CERTIFIED ACTS OF TERRORISM)
WC000422A	09 08	TERRORISM RISK INS PROG REAUTHORIZATION ACT DISCLOSURE
WC320301B	10 01	NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT
WC000308	04 84	PARTNERS, OFFICERS & OTHERS EXCLUSION ENDORSEMENT

**COMMERCIAL LINES POLICY
NORTH CAROLINA FARM BUREAU
MUTUAL INSURANCE COMPANY**
P.O. Box 27427 / Raleigh, North Carolina 27611-7427
COMMON POLICY DECLARATIONS

Policy No. **GL 0484309**

MEMBERSHIP NO.
0709281

JUN 12 2007

Renewal of Number

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

**SANDERLING CONST CO INC
C/O HAL MOORE
517 ELM CT
KILL DEVIL HILLS, NC 27948**

Policy Period: From: 05/04/2007 To: 05/04/2010 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: **CARPENTRY - RESIDENTIAL**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ <u>0.00</u>
Commercial General Liability Coverage Part	\$ <u>1903.00</u>
Commercial Crime Coverage Part	\$ <u>0.00</u>
Commercial Inland Marine Coverage Part	\$ <u>0.00</u>
Commercial Glass Coverage Part	\$ <u>0.00</u>
Terrorism Risk Insurance Extension Act of 2005 (Certified Losses)	\$ <u>0.00</u>
ANNUAL TOTAL PREMIUM	\$ <u>1903.00</u>

Annual Premium: \$ **1903.00** payable at inception and each anniversary installment.

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

SEE SCHEDULE ATTACHED

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

0283159	RON MILLS	(252)473-2119	05/25/2007	L.M. SQUIRES
Agency No.	Agent Name/Phone No.		Countersignature Date	Authorized Representative

NON ASSESSABLE POLICY

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1982, 1984.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:
Project: CARPENTRY - RESIDENTIAL PROPERTY

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

FORM SCHEDULE

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description
CG0001	10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
IL0003	07 02	CALCULATION OF PREMIUM
IL0017	11 98	COMMON POLICY CONDITIONS
IL0021	07 02	NUCLEAR ENERGY LIABILITY EXCLUSION END (BROAD FORM)
IL0269	07 02	NORTH CAROLINA CHANGES-CANCELLATION AND NONRENEWAL
FBGL07	02 06	DESCRIPTION OF TERMS USES AS PREMIUM BASES
CG0062	12 02	WAR LIABILITY EXCLUSION
CG2144	07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES/PROJECT
CG2146	07 98	ABUSE OR MOLESTATION EXCLUSION
CG2147	07 98	EMPLOYMENT RELATED PRACTICES EXCLUSION
CG2150	09 89	AMENDMENT OF LIQUOR LIABILITY EXCLUSION
CG2155	09 99	TOTAL POLLUTION EXCLUSION END WITH HOSTILE FIRE EXC
CG2160	09 98	EXCL-YR 2000 COMPUTER-RELATED/OTHER ELECTRONIC PROBLEMS
CG2167	04 02	FUNGI OR BACTERIA EXCLUSION
CG2186	12 04	EXCLUSION-EXTERIOR INSULATION AND FINISH SYSTEMS
CG2187	01 07	CONDITIONAL EXCLUSION OF TERRORISM
CG2196	03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2294	10 01	EXCLUSION-DAMAGE TO WORK PERFORMED BY SUBCONTRACTOR
CG2426	07 04	AMENDMENT OF INSURED CONTRACT DEFINITION
FBGL03	06 04	EXCLUSION-LEAD
FBGL04	02 06	EARTH MOVEMENT AND SUBSIDENCE EXCLUSION
FBGL08	02 06	QUICK REFERENCE-COMMERCIALGENERAL LIABILITY COV PART
IL0985	01 06	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CG2171	12 02	LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS
CG2176	11 02	EXCL OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY
 RALEIGH, NORTH CAROLINA 27611-7427

Policy No. GL 0484309 Insured SANDERLING CONST CO INC See Supplemental Declarations.

LIMITS OF INSURANCE

\$ 1,000,000 General Aggregate Limit (Other Than Products - Completed operations)
 \$ 1,000,000 Products - Completed Operations Aggregate Limit
 \$ 1,000,000 Personal and Advertising Injury Limit
 \$ 1,000,000 Each Occurrence Limit
 \$ 100,000 Damage to Premises Rented To You Limit
 \$ 5,000 Medical Expense Limit (Any One Person)

FORM OF BUSINESS:

Individual Partnership Corporation Other: _____
 Business Description: CARPENTRY - RESIDENTIAL

Location of All Premises You Own, Rent or Occupy:
SEE SCHEDULE ATTACHED

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:

Classifications	Code No.	Estimated Premium Bases	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp.Ops.	Prem./ Ops.	Prod./ Comp.Ops.
<u>SEE SCHEDULE ATTACHED</u>						

TOTAL PREMIUM FOR THIS COVERAGE PART: 1903.00

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULE ATTACHED

Agency No. 0283159

Countersigned: 05/25/2007

By L. M. SQUIRES

Countersignature Date

Authorized Representative

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: GL 0484309
 Insured: SANDERLING CONST CO INC
 C/O HAL MOORE

Effective Date: 05/04/2007
 Expiration Date: 05/04/2010

Page 1 of 1

Limits: Occurrence 1,000,000
 General Aggregate 1,000,000

Products Aggregate 1,000,000

Agent# 0283159

Classifications	Code No.	Estimated Premium Bases	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
CARPENTRY-RESIDENTIAL	91340	50000 PAYROLL	15.581	10.830	779	542
CONTR-SUB-1/2 FAMILY D	91583	500000 TOTAL COST	.234	.930	117	465
				TOTAL	896	1,007



04/08/2010 11:35
costellk

TOWN OF NAGS HEAD

PG 1
rgentpst

REQUISITION

00000722-00 FY 2010

BILL TO

VENDOR

SANDERLING CONSTRUCTION INC
517 ELM COURT

KILL DEVIL HILLS, NC 27948

SHIP TO

PUBLIC WORKS & KAREN COSTELLO
2200 LARK AVE

NAGS HEAD, NC

27959

Purchase Order
20100612

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
03/29/10	001471			Public Works Facilities Maint	
LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	TO FURNISH MATERIALS AND LABOR TO INSTALL UP TO 7, 610 FT OF SAND FENCING. CONTRACTOR WILL BE PAID LABOR AND MATERIALS UPON THE COMPLETION OF EVERY 50 ROLLS.	1.0	Each	24000.000	24,000.00

REQ TOTAL

24,000.00

** END OF REPORT - Generated by Karen Costello **