

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

March 6, 2015

Contract Name : FY 2014/2015 Sand Fencing and sprigging Project Contract Contract Originator: Karen Heagy

- New contract Change Order Task Order
 Service Contract Equipment Contract Engineering Contract Construction Contract

Reviewer	Approval Date	Revisions to be made
David Ryan		
Finance Director	03/09/15	Description of project paragraph should include both fencing and sprigging. Corrected. KBH
Town Clerk	Not here to review	
Town Attorney	3-10-15	

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 # _____

**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 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 Carolina Landscaping & Tractor Service, 4012 Midgett Road, Kitty Hawk, NC 27949-4250, (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 install, and to install, up to 2,240-10' long sections (total of 22,400 L.F.) of Sand fencing and 8,838 L.F. of 20' wide Sprigging (planted @ 12" o.c. total of 176,762 plants) at locations to be specified by the TOWN's Project Manager, or his designee. TOWN approval of installation locations will be contingent upon a site's compliance with CAMA Regulations and accessibility by CONTRACTOR's vehicles. Approved private property locations for installation of sand fencing will be provided to CONTRACTOR by the TOWN's Project Manager, or his designee. No fence will be installed on any property unless specifically identified by the TOWN's representative as property that receives sand fencing. 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 February 20, 2015 (copy attached), and CONTRACTOR's Bid Form, dated 3-6-15 (copy also attached).

Total contract price is a Not to exceed amount of \$ 90,000.00 (Ninety thousand dollars and no cents). Price is in accordance with CONTRACTOR's unit bid price as contained in the above referenced Bid Form, dated March 6, 2015.

It is mutually agreed by and between the TOWN and CONTRACTOR that construction work under this contract will commence no later than March 9, 2015. The contract completion date shall be April 15, 2015 with time being of the essence. If CONTRACTOR fails to complete work under this contract by April 15, 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 of the installation of sand fencing and Sprigging along the oceanfront at specified locations throughout the Town of Nags Head. Work will be done under the direction of the TOWN's Project Manager, Public Works Director, or his designee.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from March 9, 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:

Karen Dazey



TOWN OF NAGS HEAD

By: [Signature]

Title: Town Manager

Date: 3/12/15

[Signature]
Corporate Seal:

CONTRACTOR

By: [Signature]

Printed Name: Matthew Ottavio

Title: Owner

Date: 3/9/15

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

[Signature] 312-15
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

TOWN OF NAGS HEAD, NORTH CAROLINA
Public Works Department



Dune Stabilization Project 2015

LOCATION: Town of Nags Head

DESCRIPTION: Sand Fencing

DATE: February 20, 2015 **BID OPENING:** March 6, 2015

Contractor Information:

Carolina Landscaping
NAME OF BIDDER

Matthew Offavio
CONTACT PERSON

4012 Midgeff Road
ADDRESS OF BIDDER

Kitty Hawk, NC 27949
ADDRESS OF BIDDER

207-1467
PHONE NUMBER(S)

Contractor's License Number

RETURN BIDS TO:

Karen Heagy
Public Works Office Manager
2200 S Lark Ave.
P O Box 99
Nags Head, NC 27959
(252) 449-4203

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 "A" "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 personnel 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,

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

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.

Partial payments (interim pay requests) will be paid in full, based on acceptance of all work covered by that individual pay request. 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 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 from an insurance company authorized to do business in North Carolina. 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 **March 9, 2015**. 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 **April 15, 2015**.

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 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.

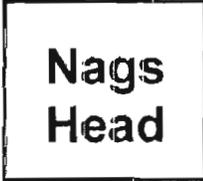
Fencing shall be stretched tight and each unit shall be straight along its length with posts installed plumb and to the specified depth.

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.

MDO

**Town of Nags Head
Contract Bid Form**



Quantity will be determined after bids are received.
Quantity may be more, or 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; for a total of approximately 22,400 feet	Each 10' Section	\$ <u>27.75</u> Bid in words: <u>twenty seven</u> dollars and <u>seventy</u> <u>five</u> cents.
2	American beach grass plantings planted at 12" centers with a 20' width furnished and planted by the contractor for an approximate total of 132,000 plants with fertilizer	Per Lineal ft.	\$ <u>3.15</u> Bid in words: <u>three</u> dollars and <u>fifteen</u> cents.

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

← Unit price bid amount entered herein is for the beach grass plantings in Nags Head.

Contractor/Bidder (print): Carolina Landscaping

Authorized Agent (print): Matthew Ottavio Title: Owner

Signature Authorized Agent: [Signature] Date: 3/5/15

Witness (print): Gail M. Middleton Title: PB

Signature Witness: Gail M. Middleton Date: 3-6-15

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: Carolina Landscaping

SIGNATURE: [Signature] TITLE: owner

NOTE - AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to me this the

6th day of March, 2015.

Gail M. Robinson
(Signature of Notary Public)

Of Davis County.

State of NC.

My Commission Expires: 2-21-2018



CAROUND-01 CANDREW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Towne Insurance Agency, LLC TIL 301 Bendix Road Suite 300 Virginia Beach, VA 23452	CONTACT NAME: PHONE (A/C, No, Ext): (757) 468-6100 FAX (A/C, No): (757) 546-2087 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Property & Casualty Insurance Company of Hartford</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Property & Casualty Insurance Company of Hartford		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Carolina Underground & Tractor dba Carolina Landscaping & Tractor Service 4012 Midgett Road Kitty Hawk, NC 27949															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		14 UEN QT3610 S5	03/15/2014	03/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		14 UEN QT3610 S5	03/15/2014	03/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEO RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	14 WB QT3611	03/15/2014	03/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(This form must 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 Carolina Landscaping
Address 4012 Mitchell Rd
Kitty Hawk, NC 21949

9 Digit Taxpayer Identification Number
Social Security Number _____
Federal Employer Identification Number 20-3178525

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.

Carolina Landscaping
Print or type Name of Company

Matthew Offaris Owner
Print or type Name of Company Agent or Individual Title

[Signature] 3/5/15 207-1467
Signature of Agent or Individual Date Telephone Number

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Matthew D Ottavio

Business name (disregarded entity name, if different from above)
Carolina Landscaping

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
4012 Midgett Rd

City, state, and ZIP code
Kitty Hawk, Nc 27949

Requester's name and address (optional)

List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

2	0	-	3	1	7	8	5	2	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 10/23/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



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. 15-02319

SHIP TO

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

ORDER DATE: 03/13/15
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 207-1467
 VENDOR FAX #:
 REQUISITION #: R1500750

VENDOR

Vendor #: CAROL220

CAROLINA LANDSCAPING & TRACTOR
 SERVICE - MATTHEW OTTAVIO
 4012 MIDGETT ROAD
 KITTY HAWK, NC 27949

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Sandfencing/sprigging	10-530-4-5444-04	24,000.0000	24,000.00
	2240 ft Sandfencing =62160.00	SPECIAL PROJECTS SAND FENCING		
	8838 ft sprigging= 27839.70			
	Do not fax po			
1.00	Sandfencing/sprigging	42-385-0-5780-00	66,000.0000	66,000.00
		CAPITAL OTHER		
			TOTAL	=====
				90,000.00

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.