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 # 13-01550

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

MOO
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 20th day of December 2012, 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 19,010' (nineteen thousand and ten feet) of Sand fencing 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 receive sand fencing. Sand fencing shall be installed in accordance with NC-DENR Division of Coastal Management regulations. Work will also be accomplished in accordance with the project specifications entitled "Instructions to Bidders" as prepared by the Town of Nags Head Public Works Department, dated November 8, 2012 (copy attached), and CONTRACTOR's Bid Form, dated 12/6/12 (copy also attached).

Total contract price is a Not to Exceed amount of $48,000.25 (Forty-eight thousand dollars and twenty-five cents). Price is in accordance with CONTRACTOR's unit bid price as contained in the above referenced Bid Form, dated 12/6/2012.

It is mutually agreed by and between the TOWN and CONTRACTOR that work – actual installation of sand fencing - under this contract will commence no later than January 7, 2013. The contract completion date shall be March 31, 2013 with time being of the essence. If CONTRACTOR fails to complete work under this contract by March 31, 2013, 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 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 in ten foot (10') sections 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, the Water Utilities Director, or his designee.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from December 21, 2012 to April 15, 2013. 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 9.

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 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

By:

Title: Town Manager

Date: 12-27-12

Corporate Seal:

CONTRACTOR

By:

Printed Name: Matthew Havid

Title: Owner

Date: 12/20/12

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

12/21/12

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

TOWN ATTORNEY

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered non-responsive and shall be grounds for rejection of the bid.

All bids must be submitted on the Town provided bid forms. Also, no bids will be considered unless all required information is included as specified.

1. The bid sheet furnished by the Town of Nags Head with the Request for Proposals shall be used and shall not be altered in any manner.
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. Return pages numbered 1 through 6 as your bid.
4. Fencing will be installed at several locations throughout the Town of Nags Head as listed below:
   - Town Public Beach Accesses;
   - ***In addition**, numerous fifty-foot (50') wide residential lots will also be provided with sand fencing.* The list of these locations will be provided to the contractor when the Notice to Proceed is provided. In some cases, several lots to be "fenced" will be adjacent to one another.

   The total linear feet of shoreline receiving sand fence will be approximately **Fifteen thousand feet (15,000')**. The actual linear feet of sand fencing specified in the contract may be more than fifteen thousand, dependent upon the bid unit price. Each of these locations within the Town of Nags Head will be covered by the ***unit price bid*** submitted on page 6, below. The Bidder shall submit an *installed unit price per 10' length section of fence*. The unit price shall be written in figures and in words in the proper place on the bid sheet.
5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial any changes in ink.
6. The bid package including contractor information, the non collusion affidavit and the individual bid sheet(s) shall be properly executed. On each bid package shall show the following information:
   a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   b. Name of individual or representative submitting bid and position or title.
   c. Name, signature, and position or title of witness.
   d. Contractor's License Number (if applicable).
7. Bids submitted by corporations shall bear the seal of the corporation.

INSTRUCTIONS TO BIDDERS (continued)

8. The bid shall not contain any unauthorized additions, deletions, or conditional bids. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
9. A copy of the Contractor's license if applicable, Certificate of General Liability Insurance, Certificate of Workman's Compensation Insurance, and the Non Collusion Affidavit shall be placed in an envelope numbered "Envelope #1" and marked as to its contents.
10. Pages numbered 1 through 6 shall be placed in separate envelope numbered, "Envelope #2" and marked as to its contents.
11. Both envelopes #1 and #2 shall be placed together in a sealed envelope, marked clearly with the phrase **"Quotation for 2012-2013 Sand Fencing Project in the Town of Nags Head."**
12. Each bidder must submit in writing any additional services that are included in the Bid Price. No verbal inclusions will be allowed and all specifications and services must be in writing.

The bid documents shall be delivered to and received in the Library on the second floor of the Nags Head Town Hall, located at 5401 S. Croatan Hwy., Nags Head, NC 27959 prior to 2:00 PM on December 11, 2012. No Faxed or Electronic bids will be accepted.

If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

Dave Clark
Nags Head Water Utilities Director
P.O. Box 99
Nags Head, NC 27959

AWARD OF CONTRACT

The contract, if it is awarded, will be made to the lowest responsive/responsible Bidder. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. The Nags Head Town Board of Commissioners reserves the right to reject any and all bids and to award in the best interest of the Town of Nags Head in accordance with General Statutes of NC 143-129.

TOWN OF NAGS HEAD, NORTH CAROLINA

Public Works Department

Sand Fencing Project 2012-2013

LOCATION: Town of Nags Head

DESCRIPTION: Sand Fencing

DATE: November 8, 2012 **BID OPENING:** December 11, 2012

Contractor Information:

_____
NAME OF BIDDER

_____
CONTACT PERSON

_____
ADDRESS OF BIDDER

_____
ADDRESS OF BIDDER

_____
PHONE NUMBER(S)

_____
Contractor's License Number

RETURN BIDS TO:
Dave Clark.
Nags Head Water Utilities Director
5401 S. Croatan Hwy.
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 "A" through "E", attached hereto.

AUTHORITY OF THE PUBLIC WORKS DIRECTOR

Nags Head's representative for this project shall be the town Water Utilities Director acting directly or through his duly authorized representatives. The Water utilities 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 Water Utilities Director three (3) working days in advance of beginning work on this project. The Contractor shall give the Water Utilities 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 Water Utilities 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 Water Utilities Director or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Water Utilities 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 Water Utilities 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 Water Utilities 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 Water Utilities 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 **December 26, 2012**. 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 **March 31, 2013.**

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.

Town of Nags Head
Contract Bid Form

Nags Head

Estimated quantity approximately 1,500 units.
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 15,000 feet**	**Each 10' Section**	$ _____.___ **Bid in words:** _____ dollars and _____ _____ cents.

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

Contractor/Bidder (print): _____

Authorized Agent (print): _____ Title: _____

Signature Authorized Agent: _____ Date: _____

Witness (print): _____ Title: _____

Signature Witness: _____ Date: _____

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: _____

SIGNATURE: _____ **TITLE:** _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to me this the

____ day of _____, 20____.

_____
(Signature of Notary Public)

Of _____ County.

State of _____.

My Commission Expires:_____

(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 _____

Address _____

_____

_____

_____

9 Digit Taxpayer Identification Number

Social Security Number _____

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.

_____

Print or type Name of Company

_____

Print or type Name of Company Agent or Individual Title

_____

Signature of Agent or Individual Date Telephone Number

TOWN OF NAGS HEAD, NORTH CAROLINA

Public Works Department

Sand Fencing Project 2012-2013

LOCATION: Town of Nags Head

DESCRIPTION: Sand Fencing

DATE: November 8, 2012 **BID OPENING:** December 11, 2012

Contractor Information:

Carolina Landscaping + Tractor Service

NAME OF BIDDER

Matthew Ottavio

CONTACT PERSON

4012 Midgett Road

ADDRESS OF BIDDER

Kitty Hawk, NC 27949

ADDRESS OF BIDDER

207-1467

PHONE NUMBER(S)

Contractor's License Number

RETURN BIDS TO:
Dave Clark
Nags Head Water Utilities Director
5401 S. Croatan Hwy.
P O Box 1916
Nags Head, NC 27959
(252) 449-4201

Town of Nags Head
Contract Bid Form

Nags Head

Estimated quantity approximately 1,500 units.
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 15,000 feet**	**Each 10' Section**	**$** 25.25 **Bid in words:** twenty five **dollars and** twenty five **cents.**

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

Contractor/Bidder (print): Carolina Landscaping + Tractor Service

Authorized Agent (print): Matthew Ottavio Title: owner

Signature Authorized Agent: [illegible] Date: 12/6/12

Witness (print): Brandi Lee Pledger Title:

Signature Witness: Brandi Lee Pledger Date: 12/6/12

THIS SECTION TO BE COMPLETED BY NAGS HEAD

Reviewed by: Dave Clark, P.E. Date 12-14-2012

Accepted by Town of Nags Head: [illegible] Date 12-27-12
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 + Tractor Service Matthew Ottavio

SIGNATURE: _____ **TITLE:** Owner

NOTE - AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

HEATHER N. AKERS
NOTARY
MY COMMISSION EXPIRES 2/28/2017
PUBLIC
DARE COUNTY, NC

Subscribed and sworn to me this the 10th day of December, 2012.

Heather N Akers
(Signature of Notary Public)

Of Dare County.

State of North Carolina.

My Commission Expires: 2/28/2017

CAROUND-01 WOLI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/6/2012

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 (757) 468-6100
TowneInsurance Agency, LLC.
301 Bendix Road, Suite 300
Virginia Beach, VA 23452

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	
INSURER B : Twin City Fire Insurance Company	
INSURER C :	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			14 UEN PG6676	3/15/2012	3/15/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			14 UEN PG6676	3/15/2012	3/15/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		14 WB VT4281	3/15/2012	3/15/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

Town of Nags Head
5401 S Croatan Hwy
Nags Head, NC 27959-

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

13-01550

ORDER DATE: 01/02/13
REQUISITION NO: R1300466
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: CAROL220

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

Phone: (252)207-1467

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Sandfencing project 2012/2013	3-10-530-4-5444-04 SPECIAL PROJECTS SAND FENCING	24,000.2500	24,000.25
1.00	Sandfencing project 2012/2013	3-10-530-4-5444-04 SPECIAL PROJECTS SAND FENCING	24,000.0000	24,000.00
			TOTAL	48,000.25

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.