

Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager



M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

Town of Nags Head
Post Office Box 99
Nags Head, North Carolina
27959
Telephone 252-441-5508
Fax 252-441-0776
www.nagsheadnc.gov

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 17-00803

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

(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 11th day of October 2016, 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 Lyn Small, Inc. 113 Ballast Rock Drive Powells Point, NC 27966, (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 remove and replace two retaining walls: One is located between 3809 and 3811 South Virginia Dare Trail (approximately 41 foot in length) and the other is located between 3811 and 3813 South Virginia Dare Trail (approximately 36 foot in length). All work to be completed in accordance with "Town of Nags Head Department of Public Works Typical 3.67' High Retaining Wall Detail" revision date 1/12/16 as prepared by David M. Ryan, P.E." and Bid Proposal dated October 3, 2016 (see attached).

Total contract price is \$16,469.22 (Sixteen thousand four hundred sixty nine dollars and twenty two cents). Price is in accordance with CONTRACTOR's bid form dated October 3, 2016 (referenced above) plus applicable North Carolina taxes.

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence on or about October 15, 2016. The contract completion date shall be January 15, 2017 with time being of the essence. If CONTRACTOR fails to complete work under this contract by January 15, 2017, 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 \$200.00 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 the following:

- Removal of existing retaining walls at (2) separate locations, noted hereon, including regrading of existing sand.
- Contractor will be responsible for all facets of the job to include but not limited to, Communicating with the Town on progress and timelines established, pulling permits, calling locate services, shoring up all utility poles as necessary, and calling in for the final inspection.
- Construct 3.67' tall retaining walls (as per Town of Nags Head Department of Public Works Typical 3.67' High Retaining Wall Detail, revision date 1/12/16) 1- 4' x 41' long wall, 1- 4' x 36' wall, total 77 ft. of retaining wall. All Material is .6 ground contact.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from October 11, 2016 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 in which SERVICES are completed. 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 who are employed for 9 months or more during a 12-consecutive period; 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. IRAN DIVESTMENT ACT CERTIFICATION

CONTRACTOR certifies that CONTRACTOR is not listed on the list of persons who engage in investment activities in Iran, which list is created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 of the Iran Divestment Act.

12. 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.

13. 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.

14. Severability

The provisions of this CONTRACT are separate and divisible. In the event that any provision of this CONTRACT shall be held invalid, the remaining provisions shall be construed and shall be valid as if the invalid provisions were not a part of this CONTRACT.

15. SIGNATURES

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

Witnessed or Attested By: Carolyn M. Maxwell
 **TOWN OF NAGS HEAD**
By: [Signature]
Title: Town Manager
Date: 11-2-16

Witnessed or Attested By: Monica J. M. Small
Corporate Seal:
By: [Signature]
Printed Name: SCOTT C. SMAN
Title: PRESIDENT
Date: 10/27/2016

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

[Signature]
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.
[Signature]
TOWN ATTORNEY



Town of Nags Head

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

BID FORM

S. Virginia Dare Trail Retaining Wall Replacements

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN OF NAGS HEAD
c/o CLIFF OGBURN, TOWN MANAGER
5401 S. CROATAN HWY.
NAGS HEAD, NORTH CAROLINA**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
#1	9/30/2016

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. As of the date listed in Article 8, the entity listed is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

ARTICLE 5 – BASIS OF BID

- 5.01 This project shall be bid, contracted, and paid on a Lump Sum Basis for each project, except as otherwise provided below. The Bid Tabulation Form provided as part of these Contract Documents provides for the following;
- A. A space for the bidder to indicate his Lump Sum Price for the Base Bid in numeric and written form, which shall comprise all the work except for any item(s) which may be expressly listed as an Additive Alternate or Deductive Alternate thereon.
 - B. Space for the bidder to indicate his separate Lump Sum Price for any Additive Alternate(s), which shall be full compensation for the described item(s) of work which the Owner, at his sole discretion, may elect to ADD TO the Base Bid work.
 - C. Space for the bidder to indicate his separate Lump Sum Price for any Deductive Alternate(s), which shall be full value for the described item(s) of work which the Owner, at his sole discretion, may elect to DEDUCT FROM the Base Bid work.
 - D. Space for the bidder to indicate a separate Unit Price for any item(s) of work for which the precise quantity of same cannot be accurately determined in advance, and which the Owner desires to measure and pay for on a unit price basis. A change order shall be initiated, based on the estimated quantities of such work, and a purchase order issued, before any such work is begun. Unit price information shall be utilized to divide portions of the work that will be applied to grant funds received for the project. Note: Bidders shall not consider this as a comprehensive Unit Price item listing and should rely on the plans and specifications to determine quantities in the calculation of the Lump Sum Price.
 - E. Only those spaces provided for entry of the Base Bid, Additive and/or Deductive Alternates (if any), and the Schedule of Values are to be filled in. Bidders may not add in conditions, provisions, or items of their own; doing so will result in disqualification of the bidder.
- 5.02 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors, the award may be made to said Successful Bidder on its Base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award and in the interest of the Town of Nags Head:

5.03

Item No.	Description	Per Unit	Unit Price
1	3.67' High Cantilevered Timber Retaining Wall	LF	\$218.00

Lump Sum Bid Price	\$ 16,786.00
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Bidder to include in other Bid item(s) the other costs (if any) associated with accepting such assignment and administering the assigned contract

Bulkhead returns, as necessary, 32 LF @ \$200/LF = \$6,400.00

Total of Lump Sum Price Bid = Total Bid Price \$ 23,186.00

5.04 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. List of Project References;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 29760 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions, as applicable.

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Lyn Small, Inc.

By:

[Signature]

Scott C. Small 10-3-16

[Printed name]

Scott C. Small, Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Donald K. Small 10-3-16

[Printed name]

Donald K. Small

Title:

Treasurer

Submittal Date:

10/03/2016

Address for giving notices:

Lyn Small, Inc.

113 Ballast Rock Drive

Powells Point, NC 27966

Telephone Number:

252-491-8562

Fax Number:

252-491-8564

Contact Name and e-mail address:

Scott C Small - scott@lynsmall.com

Monica L M Small - monica@lynsmall.com

Bidder's License No.:

NC General Contracting Lic #29760

(where applicable)



Construction - Consulting - Design - Project Management

113 Ballast Rock Drive • Powells Point, North Carolina 27966 • License #29760
Phone (252) 491-8562 • Fax (252) 491-8564 • www.lynsmaill.com

10/03/2016

RE: Town of Nags Head – Bid Form for S. Virginia Dare Trail Retaining Wall Replacements

Article 6 – Attachments to this Bid

6.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors:
 - 1. LSI Marine Construction, LLC

- B. List of Proposed Suppliers:
 - 1. Carter Lumber / Kempsville Building Materials, Powells Point, NC
 - 2. Bayco, Inc., Kitty Hawk, NC

- C. List of Project References:
 - 1. Real Kiteboarding, Waves, NC – Trip Foreman – Vinyl Bulkhead
 - 2. Nor'Banks Sailing, Duck, NC – Jon Britt – Breakwaters, Pier
 - 3. Nicholson Point, Maple, NC – Jim Owens – Vinyl Bulkhead, Pier, Gazebo
 - 4. Town of Duck, Duck, NC – Sandy Cady – Soundfront Boardwalk

- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids:

NC Department of the Secretary of State for Lyn Small, Inc Annual Report as of 10/3/16 (attached)

- E. Contractor's License No. :

NC General Contracting Lic # 29760 – Limited – S for Marine (attached)



Elaine F. Marshall
Secretary

North Carolina

DEPARTMENT OF THE
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Corporate Names

Legal: Lyn Small, Inc.

Business Corporation Information

SosId: 0291908
Status: Current-Active
Annual Report Status: Current
Citizenship: Domestic
Date Formed: 8/9/1991
Fiscal Month: December
State of Incorporation: NC
Registered Agent: SMALL, Lyndon F

Corporate Addresses

Mailing: 113 Ballast Rock Dr.
Powells Point, NC 27966
Principal Office: 113 Ballast Rock Dr.
Powells Point, NC 27966
Reg Office: 113 Ballast Rock Dr.
Powells Point, NC 27966
Reg Mailing: 113 Ballast Rock Dr.
Powells Point, NC 27966

Officers

Treasurer: Donald K Small
PO Box 1205
Kitty Hawk NC 27949
President: Lyndon F SMALL
1112 Kitty Hawk Road
Kitty Hawk NC 27949
Secretary: Monica Small
103 Sir Richard Dr
Kill Devil Hills NC 27948
Vice President: Scott C Small
103 Sir Richard Dr
Kill Devil Hills NC 27948

Stock

Class: COMMON
Shares: 100000
Par Value: 0

License Year

2016

License No.

29760

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Lyn Small, Inc.
Powells Point, NC

is duly registered and entitled to practice

General Contracting

Limitation: Limited
Classification: S (Marine Construction)

until

December 31, 2016

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

February 16, 2016

This certificate may not be altered.



Alvin Hambl
Chairman

C. Frank Wiener
Secretary-Treasurer



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. 17-00863

SHIP TO

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

VENDOR

Vendor #: LYNN005

LYNN SMALL INC
 LSI MARINE CONSTRUCTION
 113 BALLAST ROCK DR
 POWELLS POINT, NC 27966

ORDER DATE: 10/14/16
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 491-8562
 VENDOR FAX #: (252) 491-8564
 REQUISITION #: R1700272

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	3800 VDT Retaining wall Repl Please do not fax po.	10-530-4-5438-01 MAINT/REPAIR OTHER PARKS/PATHS	16,469.2200	16,469.22
			TOTAL	----- 16,469.22

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.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a): By acceptance of this purchase order, vendors, contractors, and/or subcontractors affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2016

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 have ADDITIONAL INSURED provisions or 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 CROSSWINDS INSURANCE AGENCY, LLC 975 MARKET ST STE 209 FORT MILL SC 29708-6531	CONTACT NAME: Renado Robinson PHONE (A/C, No, Ext): 803-223-9424 E-MAIL ADDRESS: rrobinson@crosswindsinsurance.com	FAX (A/C, No): 803-832-1808
	INSURER(S) AFFORDING COVERAGE	
INSURED LSI Marine Construction, LLC 1112 W Kitty Hawk Rd Kitty Hawk NC 27949-4312	INSURER A: Travelers Property Casualty Co of America	3548
	INSURER B: The Travelers Indemnity Co & its Affiliates	3548
	INSURER C: Granite State Insurance Company	151
	INSURER D: Travelers Property Casualty Co of America	3548
	INSURER E:	
	INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> 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:			41M53235	03/18/2016	03/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Defense Costs \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-9G030837	03/18/2016	03/18/2017	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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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	N/A	WC12331432	03/18/2016	03/18/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Protection & Indemnity			81M54155	03/18/2016	03/18/2017	Per Occurrence Limit \$1,000,000

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

Dock Buider

CERTIFICATE HOLDER
 Town of Nags Head Dept of Public Works
 2200 Lark Avenue

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

Renado Robinson

Renado Robinson

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