

Robert C. Edwards
Mayor

Susie Walters
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

M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT **15-00896**
PURCHASE ORDER # **15-00897**

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


(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 13th of October, 2014, 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 Utility Service Company, Inc.-535 Courtney Hodges Blvd. Perry, GA 31069, (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:

SCOPE OF WORK: The Contractor shall furnish and deliver all of the materials and perform all of the work in the manner and form, as provided by the following enumerated plans, specifications, and documents, which are attached hereto and made a part hereof as if fully contained herein: General Conditions, Supplemental General Conditions, Contract Specifications, Addenda, Construction Contract, Power of Attorney, Insurance Certificates, and Contract Drawings entitled: 8th Street Elevated Tank & Mixer dated: August 25, 2014 for General Construction.

CONTRACT AMOUNT

One Hundred Forty Three Thousand Nine Hundred Dollars and no cents (\$143,900.00) In accordance with CONTRACTOR's bid, dated October 1, 2014. Included are bid items 1,2,3A,4,5,6,7,8,9. (copy attached).

LIQUIDATED DAMAGES: Liquidated damages shall accrue at a rate of \$400.00 per day following the 100 percent (final) completion date.

It is mutually agreed by and between the TOWN and CONTRACTOR that construction or work under this contract will commence no later than December 1, 2014. The contract substantial completion date shall be February 13, 2015 and final completion date shall be March 17, 2015 with time being of the essence. If CONTRACTOR fails to complete work under this contract by March 17, 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 amount of such damages shall be \$400.00 as liquidated damages for every day's delay in finishing the work in excess of the final 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

The project shall be constructed as contained in the construction documents titled: 8th Street Elevated Tank & Mixer dated: August 25, 2014 for General Construction. The major features of the project include: installation of mixing system, preparation and spot repainting of the interior of the tank, preparation and repainting of the exterior of the tank, SCADA modifications, cleaning and disinfection of tank and mixer, replace gaskets, and electrical work. Bid items included in the Scope of Work include: Items 1, 2, 3A, 4, 5, 6, 7, 8, and 9.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from October 13, 2014 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 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. 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.

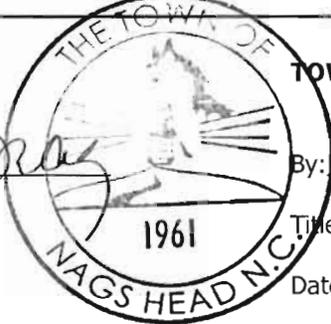
12. CONTRACT DOCUMENTS/AMENDMENTS

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.

Melissa Gray
Witnessed or Attested By: _____



By: [Signature]
Title: Town Manager
Date: 10/24/14

[Signature]
Witnessed or Attested By: Shane Albrighton

Corporate Seal:
=

CONTRACTOR

By: [Signature]
Printed Name: Shane Albrighton
Title: VP of Tank Services
Date: 10/22/14

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

[Signature] 10/24/14
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

P.O. Box 129
Morrisville, NC 27560

919-467-1239



**MACCONNELL
& ASSOCIATES, P.C.**

1903 North Harrison Avenue
Suite 102
Cary, NC 27513

Fax 919-319-6510

October 3, 2014

Mrs. Nancy Roop Carawan
Town of Nags Head
Public Works Depart. – Div. of Water Operations
P.O. Box 99
Nags Head, NC 27959

Re: Town of Nags Head
8th Street Elevated Tank Recoat & Mixer
Project No.: A30805.00
Recommendation to Award Contract

Dear Mrs. Carawan:

Bids were received on the above referenced project on October 1, 2014. MacConnell & Associates, P.C. recommends that the contract be awarded to the low bidder, Utility Service Company, Inc. We also recommend that the project be awarded including the upgraded paint system and mixer with associated work (Alternate Bids 3A, 7, 8 and 9). The total cost with the alternate bid items is \$143,900. Please find attached a certified bid tabulation. Upon the Town's approval of this recommendation we will prepare the Notice of Award, draft the Contract for the Contractor to sign, request Insurance Certificates, and request Performance and Payment Bonds from the Contractor. Once we have collected these, we will forward them to you for review and execution by the Town.

Should you have any questions, feel free to contact either me or Zachary L. Fuller, P.E. at (919) 467-1239.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary S. MacConnell". The signature is fluid and cursive.

Gary S. MacConnell, P.E.
President

cc: Ralph Barile, Town of Nags Head
Zack Fuller, MacConnell & Associates, P.C.

MacConnell & Associates, P.C.

Bid Date: 10/01/2014

Construction Project Bid Tabulation

Client: Town of Nags Head

Bid Opening: 1:00 PM

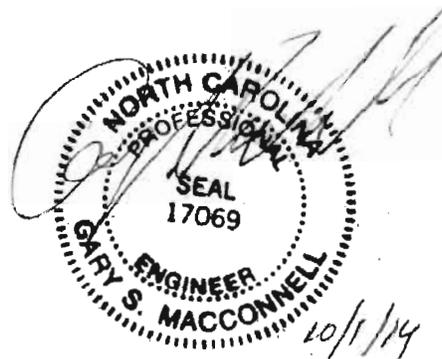
Project Manager: Gary S. MacConnell, P.E.

Project: 8th Street Elevated Tank Recoat and Mixer

Project No: A30805.00

Bid		Tank Pro. Inc.	Pittsburg Tank & Tower Maintenance Co., Inc.	Utility Service Company
Item No.	Description			
	NC Contractor's License No.	1114905	68667	52520
	Bid Bond	YES	YES	YES
<i>Base Bid Price - Table 1</i>				
GENERAL				
1	Mobilization, Bonding, and Temporary	\$10,000.00	\$5,000.00	\$3,000.00
2	Paint Valve Pit Piping	\$650.00	\$8,000.00	\$3,000.00
3	Paint Exterior Base Bid	\$60,011.00	\$99,250.00	\$37,500.00
4	Paint Interior Base Bid	\$11,221.00	\$47,000.00	\$12,000.00
5	Miscellaneous Tank Repairs	\$750.00	\$2,500.00	\$2,000.00
6	Remove & Reinstall Cathodic Protection	\$3,797.00	\$10,000.00	\$6,000.00
TOTAL Base BID Sum of Items 1 - 6		\$86,429.00	\$171,750.00	\$63,500.00
Written in Value			\$177,250.00	
<i>Alternate Bid Prices - Table 2</i>				
GENERAL				
3A	Paint Exterior Alternate Bid	\$99,256.00	\$153,000.00	\$72,500.00
3B	Paint Exterior "Nags Head"	\$7,625.00	\$4,600.00	\$5,000.00
7	PAX Tank Mix System	\$26,700.00	\$45,750.00	\$26,900.00
8	SCADA Integration	\$9,785.00	N/B	\$8,500.00
9	Mixer & Electrical Work	\$12,446.00	N/B	\$10,000.00

I certify to the best of my knowledge that the above bid summary is a correct and accurate representation of the bids.



Bond Number: 106174441

PERFORMANCE BOND

Date of Contract: October 13, 2014

Date of Execution: October 21, 2014

Name of Principal: Utility Service Co., Inc.
(Contractor)

Name of Surety: Travelers Casualty and Surety Company of America

Name of Contracting Body: Town of Nags Head

Amount of Bond: One Hundred Forty Three Thousand Nine Hundred & 00/100 (\$143,900.00)

Name of Project: 8th Street Elevated Tank Recoat & Mixer

Contract for: Contract 1- General

KNOW ALL MEN BY THESE PRESENTS: that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of; which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in four counterparts

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: SE

Title: Shane Albr. Hon. Corp. Sec.
(Corp. Sec. or Asst. Sec. only)

Witness:

Amy Everhart
Amy Everhart

Countersigned:

Hilary A. Baker

Hilary A. Baker
(N.C. Licensed Resident Agent)
Senn Dunn Insurance

1400 Eastchester Drive, High Point, NC 27265

Name and Address-Surety Agency

Travelers Casualty and Surety Company of America

11440 Carmel Commons Blvd., Charlotte, NC 28226

Surety Company Name and N.C.
Regional or Branch Office Address

Utility Service Co., Inc.

Contractor: (Trade or Corporate Name)

By: _____

Title: Jonathan Cato, VP of Tank Services
(Owner, Partner, or Corp.
Pres. or Vice Pres. only)

(Corporate Seal)

Travelers Casualty and Surety Company of America

(Surety Company)

By: J. Karl Sherrill, Jr.

Title: J. Karl Sherrill, Jr., Attorney-in-Fact
(Attorney-in-Fact)

(Surety Corporate Seal)

Bond Number: 106174441

PAYMENT BOND

Date of Contract: October 13, 2014

Date of Execution: October 21, 2014

Name of Principal: Utility Service Co., Inc.
(Contractor)

Name of Surety: Travelers Casualty and Surety Company of America

Name of Contracting Body: Town of Nags Head

Amount of Bond: One Hundred Forty Three Thousand Nine Hundred & 00/100 Dollars
(\$ 143,900 .00)

Name of Project: 8th Street Elevated Tank Recoat & Mixer

Contract for: Contract 1 - General Construction

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in four counterparts

Witness:

Contractor: (Trade or Corporate Name)

By: _____
(Proprietorship or Partnership)

Attest: (Corporation) Title: Jonathan Cato, VP of Tank Services
(Owner, Partner, or Corporate President or Vice President Only)

By: Shane Albritton

Title: Shane Albritton, Corp. Secretary (Corporate Seal)
(Corporate Secretary or Assistant Secretary Only)

Travelers Casualty and Surety Company of America
(Surety Company)

Witness: By: J. Karl Sherrill Jr.
Amy Everhart Title: J. Karl Sherrill, Jr., Attorney-in-Fact
(Attorney-in-Fact)

Countersigned:
Hilary A. Baker
Hilary A. Baker (Surety Corporate Seal)
(N.C. Licensed Resident Agent)

Senn Dunn Insurance
1400 Eastchester Drive, High Point, NC 27265
Name and Address-Surety Agency

Travelers Casualty and Surety Company of America
11440 Carmel Commons Blvd., Charlotte, NC 28226
Surety Company Name and N.C. Regional or Branch Office Address



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228026

Certificate No. 005943590

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anne Baker, J. Karl Sherrill, Jr., Robert J. Allonier, and Pressley A. Ridgill, Jr.

of the City of High Point, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2014

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/21/2014

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

AGENCY Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036		PHONE (A/C, No, Ext):	COMPANY HDI-Gerling America Insurance Company	
100957--PROP-14-15				
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: INSURED UTILITY SERVICE CO., INC. P.O. BOX 1350 PERRY, GA 31069		LOAN NUMBER	POLICY NUMBER CPD12018-02	
		EFFECTIVE DATE 01/01/2014	EXPIRATION DATE 01/01/2015	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

RE: 8TH STREET ELEVATED TANK RECOAT & MIXER

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
DIRECT PHYSICAL LOSS OR DAMAGE TO REAL & PERSONAL PROPERTY AT INSURED'S LOCATION SPECIAL COVERAGE PERILS SUBJECT TO POLICY TERMS, CONDITIONS, EXCLUSIONS	143,900	
POLICY CONTAINS PHYSICAL DAMAGE DEDUCTIBLE OF \$25,000. ADDITIONAL DEDUCTIBLES, SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS		

REMARKS (Including Special Conditions)

EVIDENCE OF COVERAGE

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.

ADDITIONAL INTEREST NYC-006951528-02	
NAME AND ADDRESS TOWN OF NAGS HEAD 2200 LARK AVE NAGS HEAD, NC 27959	MORTGAGEE LOSS PAYEE
	ADDITIONAL INSURED LOAN #
AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>	



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. 15-00896

SHIP TO

NANCY CARAWAN
 NAGS HEAD WATER PLANT
 2200 LARK AVE
 NAGS HEAD, NC 27959

VENDOR Vendor #: UTILITY

UTILITY SERVICE COMPANY INC
 P O BOX 1330
 PERRY, GA 31069

ORDER DATE: 10/09/14
 DELIVERY DATE: 10/07/14
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (478) 987-0303
 VENDOR FAX #: (478) 988-5220
 REQUISITION #: R1500375

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	paint and repair 8th st tower	61-810-6-5436-00 MAINT/REPAIR EQUIPMENT	98,500.0000	98,500.00
			TOTAL	=====
				98,500.00

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

COPY

 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.



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. 15-00897

SHIP TO

NANCY CARAWAN
 NAGS HEAD WATER PLANT
 2200 LARK AVE
 NAGS HEAD, NC 27959

VENDOR Vendor #: UTILITY

UTILITY SERVICE COMPANY INC
 P O BOX 1330
 PERRY, GA 31069

ORDER DATE: 10/09/14
 DELIVERY DATE: 10/07/14
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (478) 987-0303
 VENDOR FAX #: (478) 988-5220
 REQUISITION #: R1500376

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	mixer at 8th st tower	61-810-6-5774-00 CAPITAL OUTLAY EQUIPMENT	45,400.0000	45,400.00
			TOTAL	=====
				45,400.00

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 PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

 FINANCE OFFICER

 PURCHASING AGENT