

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later

October 21, 2013

Contract Name : FY 2013/2014 Sand Fencing Project Contract Contract
 Originator: Karen Heagy

<input checked="" type="checkbox"/> New contract <input type="checkbox"/> Change Order <input type="checkbox"/> Task Order <input type="checkbox"/> Service Contract <input type="checkbox"/> Equipment Contract <input type="checkbox"/> Engineering Contract <input checked="" type="checkbox"/> Construction Contract		
Reviewer	Approval Date	Revisions to be made
David Ryan	10-28-13	
Finance Director	10-30-13	
Town Clerk	10-28-13	
Town Attorney	10-22-13	

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.com

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

Susie Walters
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 14-00375

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

MPD
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 21st day of October 2013, 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 9,600' (nine thousand six hundred 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 receives sand fencing. Sand fencing shall be installed in accordance with NC-DENR Division of Coastal Management regulations. . Work will also be done in accordance with the project specifications entitled "Standard Provisions", as prepared by Town of Nags Head Public Works Department, and dated September 18, 2013 (copy attached), and CONTRACTOR's Bid Form, dated 10/16/13 (copy also attached).

Total contract price is a Not to exceed amount of \$24,000.00 (Twenty-four thousand dollars and no cents). Price is in accordance with CONTRACTOR's unit bid price as contained in the above referenced Bid Form, dated 10/16/2013.

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 November 20, 2013. The contract completion date shall be March 31, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by March 31, 2014, 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, Public Works Director, or his designee.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from October 21, 2013 until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to its terms or until the CONTRACT is terminated pursuant to its terms. Either party may nonetheless cancel this CONTRACT on thirty (30) days written notice to the other party by certified mail or personal delivery. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: any provision in Section 1 regarding liquidated damages; the provisions of Section 6 regarding indemnity; and the provisions of Section 10.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. E-VERIFICATION OF EMPLOYEES

The CONTRACTOR represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this CONTRACT, that either:

- (1) The CONTRACTOR or subcontractor employs less than 25 employees; or
- (2) The CONTRACTOR or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

10. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

11. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

12. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

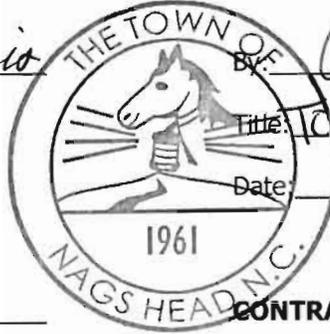
13. SIGNATURES

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

Witnessed or Attested By:

TOWN OF NAGS HEAD

Carolyn F. Morris



By: [Signature]

Title: Town manager

Date: 11-12-13

[Signature]

Corporate Seal:

CONTRACTOR

By: [Signature]

Printed Name: Matthew Ottavio

Title: Owner

Date: 11/4/13

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

[Signature] 11-12-13
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



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. 14-01071

SHIP TO

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

ORDER DATE: 11/04/13
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (252) 207-1467
 VENDOR FAX #:
 REQUISITION #: R1400375

VENDOR

Vendor #: CAROL220

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

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
960.00	to not exceed 960 10ft sect. Please do not fax po. As per Contract- not to exceed \$24,000	10-530-4-5444-04 SPECIAL PROJECTS SAND FENCING	25.0000	24,000.00
			TOTAL	===== 24,000.00

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.

TOWN OF NAGS HEAD, NORTH CAROLINA
Public Works Department



Sand Fencing Project 2013-2014

LOCATION: Town of Nags Head

DESCRIPTION: Sand Fencing

DATE: September 18, 2013

BID OPENING: October 17, 2013

Contractor Information:

Carolina Landscaping
NAME OF BIDDER

Matthew Ottavio
CONTACT PERSON

4012 Midgett Road, Kitty Hawk, NC 27949
ADDRESS OF BIDDER

ADDRESS OF BIDDER
252-207-1467

PHONE NUMBER(S)
55009335
Contractor's License Number

RETURN BIDS TO:

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

STANDARD PROVISIONS

GENERAL

This contract is for furnishing materials and installation of sand fencing for locations in Nags Head, in Dare County, North Carolina.

The Contractor shall keep himself fully informed of CAMA regulations for installation and placement of sand fencing and shall comply with those regulations. See exhibits "A" 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 **November 1, 2013**. 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 **January 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:

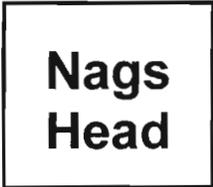
- 1) On each post, each wire in the fencing shall be attached to the post by an inch and a half (1.5") hot dipped galvanized fencing staple.
- 2) Contractor shall bend wire ends on the fence in a manner to prevent injury to pedestrian traffic.

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**



Estimated quantity approximately 800 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 8,000 feet	Each 10' Section	<p>\$ <u>25.00</u></p> <p>Bid in words: <u>Twenty five</u> dollars and <u>zero</u> <u>0</u> cents.</p>

← 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: [Signature] Date: 10/16/13

Witness (print): Christina Radogna Title: _____

Signature Witness: [Signature] Date: 10/16/13

THIS SECTION TO BE COMPLETED BY NAGS HEAD

Reviewed by: _____ Date _____

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

(This form must be completed by the successful bidder prior to contract execution. It is not necessary to return it with the bid submission.)

FORM W-9

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the Town. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name Carolina Landscaping + Tractor Service
Address 4012 Midway Road
12111 Haver, NC 27949

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

Business Designation (Check One) Individual (Soc. Sec. #)
 Sole Proprietorship (Soc. Sec. #)
 Partnership (Fed. ID)
 Estate/Trust (Fed. ID)
 Corporation (Fed. ID)
 Public Service Corporation (Fed. ID)
 Governmental/Non-Profit (Fed. ID)

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

Carolina Landscaping + Tractor Service
Print or type Name of Company
Matthew Ottavio Owner
Print or type Name of Company Agent or Individual Title
[Signature] 14/15/13 207-1467
Signature of Agent or Individual Date Telephone Number

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) MATTHEW D OTTAVIO	
	Business name/disregarded entity name, if different from above CAROLINA LANDSCAPING & TRACTOR SERVICE	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 4012 MIDGETT ROAD City, state, and ZIP code KITTY HAWK, NC 27949 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3" style="text-align: center;">-</td> <td colspan="3" style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> </tr> </table>	Social security number																				-			-							Employer identification number										2	0	-	3	1	7	8	5	2	5
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Part II Certification	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). 	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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: Matthew Offario
Carolina Landscaping & Tractor Service

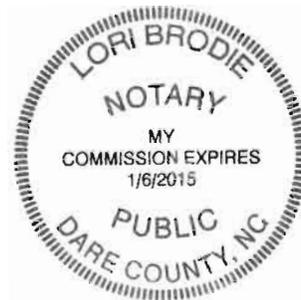
SIGNATURE: [Signature] TITLE: Owner

NOTE - AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to me this the
16 day of October, 2013.
[Signature]
(Signature of Notary Public)

Of Dare County.
State of North Carolina
My Commission Expires: 1/6/15



TAX COLLECTORS OFFICE

The party shown below has paid the tax required by law and issued a license to engage in the business trade of.

License Id: 55009335
Effective Date: 07/01/13
License Type: NH Uniform Code

Issued Date: 06/17/13
Expiration Date: 06/30/14



Business Name: CAROLINA LANDSCAPING
Business Location: 4012 MIDGETT RD

CAROLINA LANDSCAPING
MATT OTTAVIO
4012 MIDGETT RD
KITTY HAWK, NC 27949

2013

SUMMARY OF SERVICES:

Description	Amount
NH UNIFORM CODE	25.00

Betsy Huff

Tax Collector

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

License Id: 55009335
Effective Date: 07/01/13
License Type: NH Uniform Code

Issued Date: 06/17/13
Expiration Date: 06/30/14

2013

Business Name: CAROLINA LANDSCAPING
Business Location: 4012 MIDGETT RD

CAROLINA LANDSCAPING
MATT OTTAVIO
4012 MIDGETT RD
KITTY HAWK, NC 27949

FILE COPY

SUMMARY OF SERVICES:

Description	Amount
NH UNIFORM CODE	25.00