

Town of Nags Head
Public Works Contract Review Cover Form

Your review and comments are needed no later than:

February 10, 2016

Contract Name : Multi Use Path Bulkhead Project Contract

Contract Originator: Karen Heagy

<input checked="" type="checkbox"/> New contract <input type="checkbox"/> Change Order <input type="checkbox"/> Task Order <input checked="" type="checkbox"/> Service Contract <input type="checkbox"/> Equipment Contract <input type="checkbox"/> Engineering Contract <input type="checkbox"/> Construction Contract		
Reviewer	Approval Date	Revisions to be made
David Ryan	2-9-16	Added specification & location reference
Finance Director	2-11-16	none
Town Clerk	N/A	Out of Town
Town Attorney	2-11-16	Added s to "location"



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 # 16-01953

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


(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 10th day of February 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 Emanuelson & Dad, Inc., 4717 North Croatan Hwy. Kitty Hawk, NC 27949, (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 replace a retaining wall/bulkhead at the following locations 3809 S. Virginia Dare Trail (36 l.f.), 3811 S. Virginia Dare Trail (40 l.f.), 3819 S. Virginia Dare Trail (48 l.f.) , Nags Head, NC 27959 for an approximate replacement length of 124 l.f.. Work will also be done 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." (see attached).

Total contract price is \$ 11,893.00 (Eleven thousand Eight Hundred Ninety Three dollars and no cents).

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence on or after February 10, 2016. The contract completion date shall be May 15, 2016 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 15, 2016, the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that

the sum of **\$250.00** shall be due from CONTRACTOR as liquidated damages, and not by way of penalty, for every day's delay in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

Work under this contract consists the following:

- Removal of existing retaining walls at (3) separate locations, noted hereon, including regrading of existing sand.
- 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 36' long wall, 1- 4' x 48' wall, total 124 In. ft. of retaining wall. All Material is .6 ground contact.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 10, 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 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

13. SIGNATURES

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

Witnessed or Attested By:

Michelle H. Gray



TOWN OF NAGS HEAD

By:

Andrew C.

Title: Deputy Town Manager

Date: 2/18/16

James L. O'Leary, Secretary

Corporate Seal:

CONTRACTOR

By:

Jeff K. Emanuelson

Printed Name: JEFF K. EMANUELSON

Title: PM

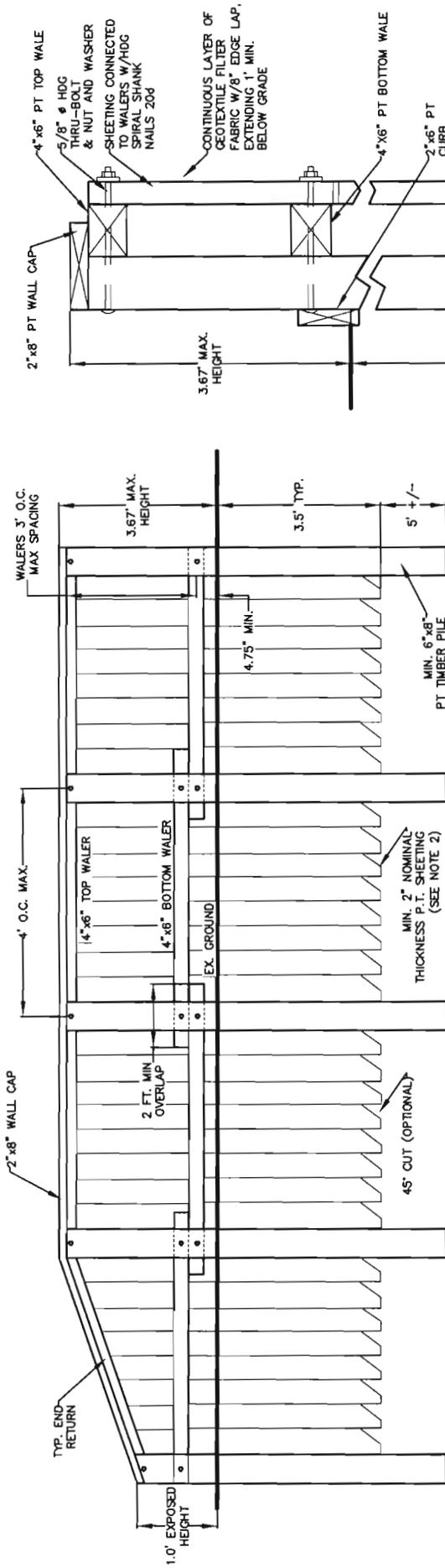
Date: 2-15-16

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

Amy Miller
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



PROFILE VIEW
NOT TO SCALE

SECTION VIEW
NOT TO SCALE

- GENERAL NOTES:**
1. ALL WOOD SHALL BE SOUTHERN PINE NO. 2 AND SHALL BE PRESSURE TREATED
 2. WOOD SHEETING (NO. 2 GRADE), SHALL BE SLOPPY-V, SQUARE TONGUE AND GROOVE OR SINGLE OVERLAP. SLOPPY-V TONGUE AND GROOVE IS THE TYPICAL PROFILE FINISH SPECIFIED FOR TIMBER BULKHEAD SHEETING.
 3. ALL FASTENERS AND RODS SHOULD BE HOT DIPPED GALVANIZED PER ASTM-153 WITH 2 OZ. OF ZINC PER SQUARE FOOT OR BE CORROSION RESISTANT (BITUMASTIC COATED OR 300 SERIES STAINLESS STEEL).
 4. BACKFILL SHOULD BE A FREE DRAINING, CLEAN, GRANULAR (SAND) MATERIAL.
 5. MINIMUM 1-1/2" DIA. WEEP HOLES WITH FILTER FABRIC AND GRAVEL FILTER MATERIAL, (1 CUBIC FOOT), SHOULD BE INSTALLED AT A MAXIMUM 5' ON CENTER AND ABOVE EXISTING GRADE.
 6. RETURNS (WING WALLS) SHALL BE CONSTRUCTED AT THE ENDS OF ALL BULKHEADS TO PREVENT THE POSSIBILITY OF FLANKING, (SCOURING). AS REQUIRED, INSTALL RIP-RAP AT THE TOE AND AT THE END OF RETURN.
 7. ALL TREATED WOOD PRODUCTS SHOULD BE HANDLED & FIELD FABRICATED IN ACCORDANCE WITH AWWA M4-11 OR LATEST ISSUE STANDARD OF CARE FOR PRESERVATIVE-TREATED WOOD PRODUCTS.
 8. SOUTHERN PINE LUMBER & TIMBER GREATER THAN 2" NOMINAL THICKNESS SHALL BE IDENTIFIED OR BY A GRADEMARK OR CERTIFICATE MEETING AN ALSO APPROVED GRADE THAT PROVIDES FOR HEART-FREE FACES, ON ALL FOUR SIDES, IN MARINE EXPOSURE.
 9. PILES SHALL BE IN ONE PIECE, SPLICES ARE NOT ACCEPTABLE.
 10. PILES SHALL BE INSTALLED SO AXIAL ALIGNMENT IS PLUMB
 11. PILES MAY BE PLACED BY AUGER, JETTING, OR DROP HAMMER. PILING SHALL RECEIVE A FINAL SET BY DROP HAMMER OR OTHER APPROVED METHODS, ACCEPTABLE BY THE BUILDING INSPECTOR.
 12. ALL CONSTRUCTION TO COMPLY WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.
 13. ALL CONNECTIONS AND FASTENERS SHALL BE CAPABLE OF DEVELOPING FULL CAPACITY OF THE STRUCTURAL MEMBERS ACCORDING TO THE NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION AND NDS SUPPLEMENT.
 14. MEMBER SIZE SHALL BE STANDARD 'DRESSED' DIMENSIONS FOR LUMBER AS SPECIFIED BY THE SOUTHERN PINE INSPECTION BUREAU (SPIB).
 15. ALL GALV. THRU BOLTS FOR PILE CONNECTIONS SHALL CONFORM TO ASTM A325 SPECIFICATIONS AND SHALL USE CONVERTED Ogee WASHERS AND NUTS ON EACH END.
 16. ALL FRAMING SHALL BE TRUE & EXACT.
 17. BOLTED FASTENERS SHALL NOT BE OVERTIGHTENED. LAG BOLT CONNECTIONS SHALL BE TIGHTENED SO THAT ELEMENTS COME TOGETHER WITHOUT STRIPPING OUT THE WOOD IN PRE-DRILLED HOLES. THRU BOLT CONNECTIONS SHALL BE TIGHTENED SO THAT WASHERS BEGIN TO PRESS INTO THE WOOD SUBSTRATE. ALL THRU BOLT CONNECTIONS SHALL HAVE A FLAT WASHER ON BOTH SIDES AT NUT AND BOLT HEAD END.
 18. ALL COUNTERSUNK HOLES SHALL BE FILLED WITH AN APPROVED SEALANT.
 19. CUTS, ABRASIONS, NOTCHED MEMBERS, AND BOLT HOLES BORED AFTER PRESERVATIVE TREATMENT SHALL BE TREATED WITH THE SAME PRESERVATIVE AS THE TYPE USE TO TREAT THE PRODUCT. WHEN FIELD APPLICATIONS OF THE PRESERVATIVE ARE REQUIRED, THE MATERIALS SHALL BE FURNISHED, PREPARED, AND APPLIED IN ACCORDANCE WITH AWWA STANDARD M4.
 20. ALL NAILS SHALL BE 12d RING SHANKED NAILS CONFORMING TO ASTM F1667 UNLESS OTHERWISE NOTED. ALL LAG BOLTS SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/ASME STANDARD B182.1, GRADE 2. ALL CONNECTIONS OR FRAMING NOT OTHERWISE DETAILED ON THE PLANS SHALL BE DESIGNED BY THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT THEIR PROPOSED DETAILS FOR APPROVAL PRIOR TO BEGINNING THE WORK OR ORDERING THE MATERIALS. THIS SHALL APPLY TO PROPOSED MATERIAL OR CONSTRUCTION METHOD SUBSTITUTIONS. ALL BOLTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A325 UNLESS OTHERWISE NOTED. NUTS AND WASHERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A563. ALL BOLTS, NUTS, AND WASHERS SHALL BE HOT DIPPED GALVANIZED PER ASTM 153.



TOWN OF NAGS HEAD
DEPARTMENT OF PUBLIC WORKS
P.O. BOX 99
NAGS HEAD, NC 27959
252.441.1122 • www.nagshheadnc.gov

1/12/2016
**TYPICAL 3.67' HIGH
RETAINING WALL DETAIL**

SCALE: NONE
ISSUE DATE: 12/17/2015
REVISION DATE: 1/12/2016
SHEET NO: 1 OF 2
DRAWN BY: DMR

DETAIL NO: 1

Emanuelson & Dad, Inc.

4717 North Croatan Highway
Kitty Hawk, NC 27949

252-261-2212
252-202-1151
252-261-1115 fax
emanulson@embarqmail.com

Estimate

Estimate # 2094
Date 1/15/2016

Name / Address
Town of Nags Head R. Mike Norris Facilities Maint. Supt. 2200 Lark Avenue Nags Head, NC 27959

Project	3109.3811 & 3819 S. Va Dare Trail Nags Head, NC 27959
Cell Phone	252-207-6648
Work / Phone	441-1122
Customer E-mail	mike.norris@nagsheadnc.gov
Customer Fax	

Description	Total Job Cost
Labor and Material to:	
1) 3 - 4' tall retaining walls (as per specifications and plans dated 12/28/15, detail#1 and new detail dated 1/12/16) 1 - 4' x 36' long wall, 1 - 4' x 40' wall and 1-4'x48' wall, total 124 ln.ft. of retaining wall. All material is .6 ground contact. Removal of 3 existing walls, installation of new walls, including regrading of existing sand. Permits will be the responsibility of the Town of Nags Head.	11,893.00

**** BALANCE DUE UPON COMPLETION AND INSPECTION OF PROJECT.**

Note: Additional Information pertaining to this proposal.

Any additional work, beyond the scope of the plans and specifications, shall be in writing and issued as a change order

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

** Not responsible for sprinkler systems. We will do our best to keep damage to a minimum. Owners are responsible for wiring involved with cable and telephone lines

Extra Charge for removal of underground obstructions, pea gravel, shell or clay layers and major cave ins.

Conditions of Proposal:

****NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS**.**

TOTAL JOB COST

VISA,MC & AME.EXP. accepted 3% Serv charge	\$11,893.00
Authorized Signature	
Acceptance Signature	
Date	1/07/2016

Accounts not paid within 15 days of the date of the invoice are subject to a 2% monthly finance charge.

It is at the discretion of the building inspector upon final inspection, to address any safety structural issues on any house. These issues may be required to be brought up to safety standard codes, which may incur additional costs to the consumer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2016

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 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 Southern Insurance Agency 501 Hunt Club Drive, Suite A Corolla, NC 27927	CONTACT NAME: PHONE (A/C, No, Ext): (252) 457-9300	FAX (A/C, No): (855) 814-8591	
	E-MAIL ADDRESS:		
INSURED Jeff K. Emanuelson & Dad, Inc. 4717 North Croatan Highway Kitty Hawk, NC 27949	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Scottsdale Insurance Company		41297
	INSURER B : Builders Mutual Insurance Company		10844
	INSURER C :		
	INSURER D :		
	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(SUBR) INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPS2186860	05/14/2015	05/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCP000087228	01/01/2015	01/01/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following officers/owners are excluded from workers compensation coverage:

Jeff Emanuelson

CERTIFICATE HOLDER	CANCELLATION
Town of Nags Head PO Box 99 Nags Head, NC 27959	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 



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. 16-01953

SHIP TO

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

VENDOR

Vendor #: EMANU005

EMANUELSON & DAD INC
 4717 N CROATAN HWY
 KITTY HAWK, NC 27949

ORDER DATE: 02/11/16
 DELIVERY DATE:
 STATE CONTRACT:
 VENDOR ACCT NUM:
 VENDOR PHONE #:
 VENDOR FAX #:
 REQUISITION #: R1600728

MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	MUP Retaining wall bulk head Please do not fax po Contract work	10-530-4-5438-00 MAINT/REPAIR OTHER	11,893.0000	11,893.00
			TOTAL	=====
				11,893.00

E-Verify Compliance Assurance by Vendor/Contractor: By accepting this purchase order from Town of Nags Head, I verify that I understand that E-Verify program operated by the United States Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, I confirm that I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes, which requires that the Contractor participate in E-Verify if it has at least 25 qualified employees. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

 FINANCE OFFICER

 PURCHASING AGENT

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by the vendor for purchasing.