



## Town of Nags Head

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

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 1601322

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

  
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the October 28, 2015, 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 Crom Engineering & Construction Services a Division of Crom, LLC, (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 for Bid Item Nos, 1, 2A, 3, 4 and 5 for the Eighth Street Ground Tank – Rehabilitation project, all as identified, set forth, and/or incorporated by reference in the following documents, which documents are attached hereto and made a part hereof as if fully contained herein: that certain Proposal dated September 25, 2015; that certain Bid Bond dated September 29, 2015; and that certain Power of Attorney dated March 16, 2015 (collectively the "Contract Drawings", which term shall include any document incorporated by reference into any of the documents specifically listed in this paragraph).

CONTRACT AMOUNT:

Total contract price is \$93,400.00 (Ninety Three Thousand Four Hundred dollars and no cents).

LIQUIDATED DAMAGES: Liquidated damages shall accrue at a rate of \$400.00 per day following the fully complete date defined below.

It is mutually agreed by and between the TOWN and CONTRACTOR that construction or work under this contract will commence no later than November 30, 2015. The contract completion date shall be March 11, 2016 (substantially complete) with time being of the essence. If CONTRACTOR fails to complete work under this contract by April 11, 2016 (fully complete), 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 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 services shall include Bid item Nos. 1, 2A, 3, 4 and 5, as identified in the Construction Documents, and shall be performed as contained in Construction Documents. The major features of the services include: preparations and repainting of the tank piping, repairing deficiencies in the concrete, lining the tank, skim coat of cement based material over dome and vertical edge (Alternate Bid Item 2A), and miscellaneous repairs to the 500,000-gallon concrete ground storage tank off Eighth Street (Water Plant, address 2110 Pond Avenue off of Croatan Highway).

## 3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from October 28, 2015 until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to the 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 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 to and each subcontractor that it uses to perform obligations under this Contract, that 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 and the parties hereby submit to venue in and the personal jurisdiction of the said Courts.

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

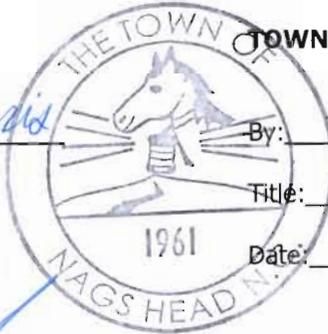
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents,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

13. SIGNATURES

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

Witnessed or Attested By:

Candyn D. Merdis  
By: [Signature]  
Title: Town Manager  
Date: 11-20-15



[Signature]  
Corporate Seal:



**CONTRACTOR** CECS, a Division of Crom, LLC

By: [Signature]  
Printed Name: Jeffery D. Malpass, P.E.  
Title: VP & CECS President  
Date: 11/17/15

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

[Signature]  
Deputy 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. 16-01322**

#### SHIP TO

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

ORDER DATE: 11/23/15  
 DELIVERY DATE: 11/20/15  
 STATE CONTRACT:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (352) 372-3436  
 VENDOR FAX #: (352) 372-1209  
 REQUISITION #: R1600516

#### VENDOR

Vendor #: THECR005

THE CROM CORPORATION  
 250 S.W. 36TH TERRACE  
 GAINESVILLE, FL 32607-2889

#### MAIL INVOICE TO:

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

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	8th st tank repair	61-810-6-5436-00 MAINT/REPAIR EQUIPMENT	93,400.0000	93,400.00
			TOTAL	=====
				93,400.00

**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 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.

# PROPOSAL

Date: September 25, 2015

The undersigned hereby signifies it is his intention and purpose to enter into a Construction Contract to furnish labor, materials, equipment, apparatus, etc. and to complete all work necessary and required for and because of the construction for the Town of Nags Head, North Carolina "Eighth Street Ground Tank - Rehabilitation" project in accordance with the terms of the Invitation to Bid, Instructions to Bidders, Information for Bidders, General Conditions, Supplemental General Conditions, Contract Drawings, Contract Specifications, all Addenda, this Proposal, and the following form of the Construction Contract. The Proposal shall be an integral part of the Contract Documents and, pursuant with the requirements of the Invitation to Bid and Instructions to Bidders, there is deposited herewith as bid security a (*certified check*) (*bid bond*) in the amount of:

Ninety Thousand Five Hundred Dollars (\$ 90,500.00 )

payable to Town of Nags Head, North Carolina, the same to be refunded to the undersigned under the conditions and in compliance with the terms of this Proposal, which are as follow:

**THAT:** The undersigned carefully examined the Invitation to Bid, the Instructions to Bidders, the Information for Bidders, the General Conditions, the Supplemental General Conditions, the Addenda, the Contract Specifications, the Contract Drawings, this Proposal, and the Construction Contract and fully understands them.

**THAT:** The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

**THAT:** The undersigned will provide all necessary tools, machinery, apparatus, and all means necessary to do all the work and will furnish all materials, equipment, apparatus, and all else necessary to complete such contract as may be entered into, in the manner prescribed in the Construction Contract and Contract Specifications and according to the Contract Drawings and requirements under them of the Engineer, in a first class manner.

**THAT:** It is the intention of Town of Nags Head, North Carolina, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide on being in the best interest of the Town of Nags Head, North Carolina.

**THAT:** Should the aggregate of all separately listed items exceed available funding or if Town of Nags Head, North Carolina determines that it is in its best interest, Town of Nags Head, North Carolina may elect to award contracts with selected items not included. Each item is intended as

a complete separate work item which includes furnishing all materials, equipment, and labor for constructing the item and placing it into service.

**THAT:** Should this Proposal not be accepted by Town of Nags Head, North Carolina, the above certified check, in the amount designated, will be returned to the undersigned. Bid bonds will not be returned, except on request of the bidder.

**THAT:** Should this Proposal be accepted by Town of Nags Head, North Carolina, and the undersigned fail or neglect to execute such proposed contract within ten (10) calendar days after receiving notification from Town of Nags Head, North Carolina that such Proposal was accepted, the bid security in the amount designated above shall be retained by Town of Nags Head, North Carolina as liquidated damages. Town of Nags Head, North Carolina reserves the right to extend the time allowed for executing the Construction Contract. This provision can only be met (by the Contractor) if the Notice of Award is delayed (by the Owner) until the Contract can be drafted, reviewed and approved by Town staff.

**THAT:** Town of Nags Head, North Carolina reserves the right to reject any or all Proposals.

**THAT:** A Proposal made by a corporation must be signed by its proper officers in a legal manner and its official address stated therein.

**THAT:** A Proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

**THAT:** The undersigned will complete such Construction Contracts, as it is hereby proposed to enter into within the time stated herein.

**THAT:** The undersigned will enter into a contract in accordance with the Invitation to Bid, the Instructions to Bidders, the General Conditions, the Supplemental General Conditions, the Addenda, the Contract Specifications, the Contract Drawings, this Proposal, and the Construction Contract for Town of Nags Head, North Carolina for the following price or prices.

### **Base Bid Items**

#### **Item 1: Mobilization, Bonding, and Temporary Facilities**

For furnishing all materials, labor, equipment, supervision, and all else necessary to mobilize for construction, procure all required bonds and construction permits, as well as to install temporary facilities associated with the Eighth Street Ground Tank - Rehabilitation project for the Town of Nags Head called for in these specifications which are not included in items listed herein.

#### **Item 2: Miscellaneous Tank Repairs**

For furnishing all materials, labor, equipment, supervision, and all else necessary to install miscellaneous repairs to the 500,000 gallon Eighth Street Ground Tank for the Town of Nags Head: including all items relating to these services, and all other items shown on the Engineer's drawings and called for in these specifications which are not included in items listed herein.

**Item 3: Paint Piping, Appurtenances, and Exposed Ferrous Metal**

For furnishing all materials, labor, equipment, supervision, and all else necessary to prepare and paint the piping, appurtenances, and exposed ferrous metal of the 500,000 gallon Eighth Street Ground Tank for the Town of Nags Head: including all items relating to these services, and all other items shown on the Engineer's drawings and called for in these specifications which are not included in items listed herein.

**Item 4: Line Interior Side Walls and Floor with Cementitious Crystalline Waterproofing (Xypex or Equal) Alternate Bid 4A**

For furnishing all materials, labor, equipment, supervision, and all else necessary to prepare and line the interior sidewalls and floor of the 500,000 gallon Eighth Street Ground Tank with the Alternate Bid Cementitious Crystalline Waterproofing (Xypex or Equal) Liner System for the Town of Nags Head: including all items relating to these services, and all other items shown on the Engineer's drawings and called for in these specifications which are not included in items listed herein.

**Item 5: Testing Allowance**

For furnishing all materials, labor, equipment, supervision, and all else necessary to provide independent testing services for the 500,000 gallon Eighth Street Ground Tank – Rehabilitation Project for the Town of Nags Head: including all items relating to these services, and all other items shown on the Engineer's drawings and called for in these specifications which are not included in items listed herein. This item is an allowance and fees will only be paid for the direct costs to the Contractor for providing these services

**Alternate Bid Items**

**Item 2A: Miscellaneous Tank Repairs including Skim Coat of Cement Based Material Over Dome and Vertical Face of Dome Edge**

For furnishing all materials, labor, equipment, supervision, and all else necessary to install miscellaneous repairs to the 500,000 gallon Eighth Street Ground Tank for the Town of Nags Head: including all items relating to these services, and all other items shown on the Engineer's drawings and called for in these specifications which are not included in items listed herein. This item differs from Base Bid Item 2 as follows: in lieu of spot repairs to exterior of dome roof and vertical face of dome edge provide a skim coat of cement based material over total dome surface and vertical edge.

**Item 4A: Line Interior Side Walls and Floor with Flexible Modified Polyurethane (Elasto-Shield or Equal) Base Bid**

For furnishing all materials, labor, equipment, supervision, and all else necessary to prepare and line the interior sidewalls and floor of the 500,000 gallon Eighth Street Ground Tank with the Base Bid Flexible Modified Polyurethane (Elasto-Shield or Equal) Liner System for the Town of Nags Head: including all items relating to these services, and all other items shown on the Engineer's drawings and called for in these specifications which are not included in items listed herein.

**Item 4B: Line Interior Side Walls and Floor with Shotcrete Alternate Bid 4B**

For furnishing all materials, labor, equipment, supervision, and all else necessary to prepare and line the interior sidewalls and floor of the 500,000 gallon Eighth Street Ground Tank with the Alternate Bid Shotcrete Liner System for the Town of Nags Head: including all items relating to these services, and all other items shown on the Engineer's drawings and called for in these specifications which are not included in items listed herein.

**Base Bid Price - Table 1**

**1. Base Bid: Town of Nags Head – Repaint South Nags Head Elevated Tank.**

<b>Item No.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Units</b>	<b>Extended Price</b>
	<b>GENERAL</b>				
1	Mobilization, Bonding, and Temporary Facilities	\$27,900.00	1	L.S.	\$27,900.00
2	Miscellaneous Tank Repairs	\$21,900.00	1	L.S.	\$21,900.00
3	Paint Piping, Appurtenances, and Exposed Ferrous Metal	\$3,000.00	1	L.S.	\$3,000.00
4	Line Interior Side Walls and Floor with Cementitious Crystalline Waterproofing (Xypex or Equal)	\$35,700.00	1	L.S.	\$35,700.00
5	Testing Allowance	\$2,000.00	1	Cost	\$2,000.00
	<b>TOTAL Base BID Sum of Items 1 Through 5</b>	<b>\$90,500.00</b>			<b>\$90,500.00</b>

**Alternate Bid Prices - Table 2**

2. Alternate Bid Items: The following bid items may be substituted for their respective item in Table 1 above. Engineer may recalculate the total above with the alternate bids if they are chosen. Award will be based on the combination the Owner chooses, with or without any of the alternate bid items.

Item No.	Description	Unit Price	Estimated Quantity	Units	Extended Price
	<b>GENERAL</b>				
2A	Miscellaneous Tank Repairs including Skim Coat of Cement Based Material Over Dome and Vertical Face of Dome Edge Alternate Bid 2A	\$24,800.00	1	L.S.	\$24,800.00
4A	Line Interior Side Walls and Floor with Flexible Modified Polyurethane (Elasto-Shield or Equal) Alternate Bid 4A	\$163,500.00	1	L.S.	\$163,500.00
4B	Line Interior Side Walls and Floor with Shotcrete Alternate Bid 4B	\$121,300.00	1	L.S.	\$121,300.00

We agree to begin work on a starting date of November 30, 2015, after contract award has been made and to substantially complete all work by March 11, 2016 and to fully complete all work by April 12, 2016. This assumes that the contract will be awarded by October 30, 2015.

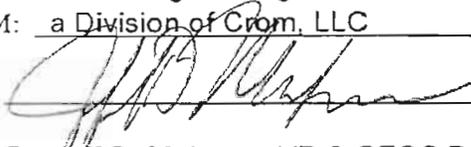
It is further agreed that, if default is made in any of the completion requirements described above, Town of Nags Head, North Carolina shall deduct as liquidated damages, the sum of four hundred dollars and no cents (\$400.00) per day as set forth in Supplemental General Condition for each and every calendar day completion is delayed in excess of the contract time as set forth above. This amount is agreed upon as reasonable due to the effect of each section of the work on the time of completion of the entire project.

A (*certified check*) (*bid bond*) in the amount of five (5) percent of the bid is hereto attached.

Respectfully submitted this 25 day of September, 2015.

North Carolina License Number: 3254

Crom Engineering & Construction Services,  
FIRM: a Division of Crom, LLC

BY: 

TITLE: Jeff D. Malpass, VP & CECS President

ADDRESS: 250 SW 36th Terrace

Gainesville, FL 32607

**OR**

CORPORATION: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

TREASURER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**ACKNOWLEDGMENT  
OF RECEIPT OF ADDENDUM**

<u>ADDENDUM NO.</u>	<u>DATE RECEIVED</u>	<u>SIGNATURE</u>
1	9/23/2015	

## PERFORMANCE BOND

**Date of Contract:** October 28th, 2015

**Date of Execution:** October 28th, 2015

**Name of Principal:** Crom Engineering & Construction Services a Division of Crom, LLC  
(Contractor)

**Name of Surety:** Fidelity and Deposit Company of Maryland

**Name of Contracting Body:** Town of Nags Head  
\$93,400.00 (Ninety Three Thousand Four Hundred and 00/100ths)

**Amount of Bond:** 100 Percent of Construction Contract

**Name of Project:** Eighth Street Ground Tank - Rehabilitation

**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 six counterparts.

~~Witness:~~

~~(Proprietorship or Partnership)~~

Attest: (Corporation)

By: J. Brandenburg

Title: Asst. Sec.  
(Corp. Sec. or Asst. Sec. only)

Witness:

[Signature]

Countersigned:

Diane J. Gibson

Diane J. Gibson, North Carolina Licensed  
Resident Agent  
(N.C. Licensed Resident Agent)

JCA Surety Group, LLC

941 W. Morse Blvd., Suite 100  
Winter Park, FL 32789

Name and Address-Surety Agency

Fidelity and Deposit Company of Maryland  
1001 Summit Boulevard  
Atlanta, GA 30319

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

Claims Office:

1400 American Lane, Tower 1  
Schaumburg, IL 60196-1056

Crom Engineering & Construction Services a  
Division of Crom, LLC

Contractor: (Trade or Corporate Name)

By: [Signature]

Title: Jeff Malpass, VP & CEES President  
(Owner, Partner, or Corp.  
Pres. or Vice Pres. only)

(Corporate Seal)

Fidelity and Deposit Company of Maryland  
(Surety Company)

By: [Signature]

Title: Allyson Foss, Attorney-In-Fact  
(Attorney-in-Fact)

Inquiries: (321) 800-6594

(Surety Corporate Seal)

## PAYMENT BOND

**Date of Contract:** October 28th, 2015

**Date of Execution:** October 28th, 2015

**Name of Principal:** Crom Engineering & Construction Services a Division of Crom, LLC  
(Contractor)

**Name of Surety:** Fidelity and Deposit Company of Maryland

**Name of Contracting Body:** Town of Nags Head

**Amount of Bond:** \$93,400.00 (Ninety Three Thousand Four Hundred and 00/100ths)

**Name of Project:** Eighth Street Ground Tank - Rehabilitation

**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 six counterparts.

*Witness:*

Town of Nags Head  
Eighth Street Ground Tank - Rehabilitation  
MacConnell & Associates, P.C. Project No: A30806.00

Payment Bond

PAB-1

Crom Engineering & Construction Services a Division of Crom, LLC

Contractor: (Trade or Corporate Name)

~~\_\_\_\_\_  
(Proprietorship or Partnership)~~

By: *[Signature]*

Attest: (Corporation)

Title: Jeff Malpass, VP + CEAs President  
(Owner, Partner, or Corporate President or Vice President Only)

By: *[Signature]*

Title: Assit. Sec.  
(Corporate Secretary or Assistant Secretary Only)

(Corporate Seal)



Fidelity and Deposit Company of Maryland  
(Surety Company)

Witness:

*[Signature]*

By: *[Signature]*

Title: Allyson Foss, Attorney-In-Fact  
(Attorney-in-Fact)

Inquiries: (321) 800-6594

Countersigned:

*[Signature]*  
Diane J. Gibson, North Carolina Licensed Resident Agent

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

JCA Surety Group, LLC  
941 W. Morse Blvd., Suite 100  
Winter Park, FL 32789  
Name and Address-Surety Agency

Fidelity and Deposit Company of Maryland  
1001 Summit Boulevard  
Atlanta, GA 30319  
Surety Company Name and N.C. Regional or Branch Office Address

Claims Office:  
1400 American Lane, Tower 1  
Schaumburg, IL 60196-1056

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Allyson FOSS and Jorge BRACAMONTE, both of Winter Park, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of February, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Secretary*  
*Eric D. Barnes*

*Michael Bond*  
*Vice President*  
*Michael Bond*

State of Maryland  
County of Baltimore

On this 24th day of February, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2015

11/18/2015

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No., Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td><b>INSURER B :</b> St. Paul Fire and Marine Insurance Company</td> <td>24767</td> </tr> <tr> <td><b>INSURER C :</b> Zurich North America</td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Zurich American Insurance Company	16535	<b>INSURER B :</b> St. Paul Fire and Marine Insurance Company	24767	<b>INSURER C :</b> Zurich North America		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A :</b> Zurich American Insurance Company	16535														
<b>INSURER B :</b> St. Paul Fire and Marine Insurance Company	24767														
<b>INSURER C :</b> Zurich North America															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

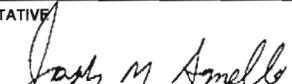
**INSURED**  
 1390595 CROM ENGINEERING & CONSTRUCTION SERVICES  
 6801 SW ARCHER ROAD  
 GAINESVILLE FL 32607

**COVERAGES**      **CERTIFICATE NUMBER:** 13766581      **REVISION NUMBER:** XXXXXXXX

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO008374500	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Phys Dmg	N	N	BAP008374400	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Deds \$ 2,500
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	N	N	ZUP-12P59261-14-NF	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC008374600	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>BUILDERS RISK</b>	N	N	MBR008238100	11/20/2014	12/31/2015	\$10,000,000 - BLANKET - MNC

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: CEC'S JOB NO. 2015-S-101.01. NAGS HEAD, NC IS ADDITIONAL INSURED ON LIABILITY COVERAGE (INCLUDING COMPLETED OPERATIONS ON GENERAL LIABILITY), ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

<b>CERTIFICATE HOLDER</b> 13766581 TOWN OF NAGS HEAD PO BOX 99 NAGS HEAD NC 27959	<b>CANCELLATION</b> 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 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.